

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00035  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Legacy Community Health Services, Inc.** ("Grantee" or "Contractor"), having its principal office at **1415 California Street, Houston, TX 77006** (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents
- Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 1,053 Unduplicated Clients during the term of this Contract.

**V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed \$300,000 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

**VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

Health and Human Services Commission -- Women's Health Services  
Address: 1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Attention: Camille Laosebikan  
Email: [Camille.Laosebikan@hhsc.state.tx.us](mailto:Camille.Laosebikan@hhsc.state.tx.us)  
Phone: (512) 776-3561

**Grantee**

Legacy Community Health Services, Inc.  
Address: 1415 California Street  
Houston, TX 77006  
Attention: Katy Caldwell  
Email: [kcaldwell@legacycommunityhealth.org](mailto:kcaldwell@legacycommunityhealth.org)  
Phone: (832)548-5050

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## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

Legacy Community Health Services, Inc.  
1415 California Street  
Houston, TX 77006  
Attention: Katy Caldwell – Executive Director

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**


If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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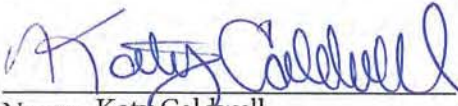
### VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

#### SYSTEM AGENCY

DocuSigned by:  
  
03CBA91FDC88403...  
Name: Lesley French  
Title: Associate Commissioner  
Date of execution: 11/13/2016

#### GRANTEE

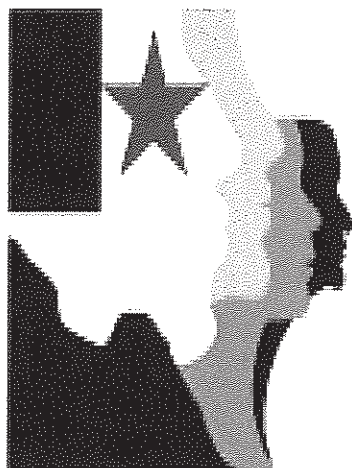
  
Name: Katy Caldwell  
Title: Executive Director  
Date of execution: 10/5/2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
- ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
- ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS
- ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
- ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
- ATTACHMENT F – SPECIAL CONDITIONS
- ATTACHMENT G – STATE ASSURANCES
- ATTACHMENT H – FEDERAL ASSURANCES
- ATTACHMENT I – DATA USE AGREEMENT

# **Attachment A – Healthy Texas Women Open Enrollment Solicitation**





# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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## 1. GENERAL INFORMATION

### 1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### 1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### 1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	<b>05/27/16</b>
Open Enrollment Period Closes	<b>5:00 PM CST</b>

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## 1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:  
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:



- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## 1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## 1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily \(ESBD\)](#). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

### **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**



## 2. SCOPE OF WORK

### 2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.



## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

**Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

**2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

## 2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## 2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.



The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## 2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## 2.7. Budget Requirements and Monthly Cost Reimbursement Process

### A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### 2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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### 3. HISTORICAL UTILIZATION

#### 3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### 3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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## 4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### 4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission**  
**John Wesley Smith, HUB Coordinator**  
**Phone: (512) 406-2536**  
**E-mail: [John.Wesley.Smith@hhsc.state.tx.us](mailto:John.Wesley.Smith@hhsc.state.tx.us)**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## 4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

## 4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## 4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**



- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.



## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor  
Conference PowerPi

### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## 5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## 5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## 5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**



## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

<b>PROGRAMMATIC ACRONYMS</b>	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

**The remainder of this page is intentionally left blank.**



# **PROGRAM FORMS**

**FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

<b>PROGRAM FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>A</b>	Application Table and Contents and Checklist	<input type="checkbox"/>	
<b>B</b>	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
<b>C</b>	Contact Person Information	<input type="checkbox"/>	
<b>D</b>	DELETED	<input type="checkbox"/>	
<b>E</b>	DELETED	<input type="checkbox"/>	
<b>F</b>	Budget Summary and Details	<input type="checkbox"/>	
<b>G</b>	Applicant Background	<input type="checkbox"/>	
<b>H</b>	Funding Request and Performance Measures	<input type="checkbox"/>	
<b>I</b>	Work Plan	<input type="checkbox"/>	
<b>J</b>	Assessment Narrative	<input type="checkbox"/>	
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
<b>L</b>	Staff Development Plan	<input type="checkbox"/>	
<b>L-1</b>	Staff Development Training Calendar	<input type="checkbox"/>	
<b>M</b>	Community Education/Program Promotion Plan	<input type="checkbox"/>	
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u>  <a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a> </li> </ul>	<input type="checkbox"/>	

REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

**FORM C: CONTACT PERSON INFORMATION**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

## Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:



## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

## FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

## FORM G: APPLICANT BACKGROUND

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-

**FORM H: FUNDING REQUEST AND CLIENTS SERVED**

**Legal Business Name of  
Applicant:**

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**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$
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**Clients Served:**

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Projected Number of Clinical Clients to be Served:</b>	
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## FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

### **Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

### **Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

### **Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.



**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
  - b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
  - c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.
4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
  - d. Define the time frame for accomplishing each objective/activity.
  - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## FORM I: WORK PLAN

**Legal Business Name  
of Applicant:**

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1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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**FORM I: WORK PLAN**  
**Program Component A**  
**Program Administration and Management**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals:				
Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN**  
**Program Component C**  
**Professional Development**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date



**FORM I: WORK PLAN**  
**Program Component D**  
**Recruitment**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN**  
**Program Component E**  
**LARC Usage**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

## FORM J: ASSESSMENT NARRATIVE GUIDELINES

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

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**Part A**

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

**Part B**

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).



**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

**Clinic Site #** \_\_\_\_\_ **of** \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
  
2. Identify specific training that will be used for eligibility and billing staff.
  
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
  
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

**Legal Business Name  
of Applicant:**

[illegible]

**FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".



# APPENDICIES

### Appendix A: HHSC Healthy Texas Women Program Reimbursable Procedure Codes

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>

<b>Pathology &amp; Lab - Chemistry</b>		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
<b>Pathology &amp; Lab - Immunology</b>		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86900	4.20
	86901	4.20
<b>Pathology &amp; Lab - Microbiology</b>		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
<b>HCPSC S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32



Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPJCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

<b>Immunizations and Vaccinations</b>		
<b>Procedure Groupings</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Medicine - Immunization administration</b>		

	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

## Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC  
VERSION 2.12 -- HTV

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following



the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.



## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.



## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO



or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### 9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### 9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### 9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.



### **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

### **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

### **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

### **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

### **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

### **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

### **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.



- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf



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Responsible Office: Office of Chief Counsel, HHSC Contract Group

Note: Appendix C not  
numbered in accordance  
with Open Enrollment



Health and Human Services Commission  
Special Conditions  
Version 1.0

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC



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Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has



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- the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and
- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

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#### **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

#### **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

#### **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

#### **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

### **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

#### **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

#### **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:



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- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

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performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

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- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's



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responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

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## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**



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**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

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Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears



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all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## **ARTICLE XII. TURNOVER**

### **12.01 Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### **12.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.



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## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

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#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.



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#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_ NPI  
Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is \_\_\_\_\_. I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification \_\_\_\_\_ through 12/31/ \_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E: Women at or Below 200% FPL

### Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

#### Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**% FPL****From Census Small Area Health Insurance  
Estimates 2013****Health Service  
Region - 1**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL****From Census Small Area Health Insurance Estimates  
2013****Health Service Region - 6**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

% FPL

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below 200 % FPL****From Census Small Area Health Insurance Estimates  
2013****Health Service Region - 9**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
<b>HSR 9</b>	<b>98,785</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance  
Estimates 2013 Health Service Region - 10**

<b>COUNTY</b>	<b>Women at or Below 200 %</b>	<b>% by County</b>
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL  
From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 11**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

# **Attachment B – Contractor's Revised Program Forms**



Revised - 9-13-16

**FORM H: FUNDING REQUEST AND CLIENTS SERVED****Legal Business Name of  
Applicant:**Legacy Community Health Services, Inc.**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	<b>\$300,000</b>
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**Clients Served:**

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Projected Number of Clinical Clients to be Served:</b>	<b>1053</b>
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**FORM I: WORK PLAN****Legal Business Name****of Applicant:**Legacy Community Health Services, Inc.

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

**Program Administration and Management:****a. Identify the services respondent proposes to provide;**

Legacy's Healthy Texas Women program will consist of: 1) assisting eligible women with enrollment into the HTW Fee-for-Service Program, using Outreach and Enrollment Specialists and Eligibility Specialists; 2) direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program; 3) staff development and training related to the HTW Program, including specific training on the use of Long Acting Reversible Contraceptives, known as LARCs; 4) client and community based educational activities, using Community Relations Manager, Community Health Workers and Patient Educators; 5) Prevention Coordinator services to ensure patients receive all necessary preventative services, with a focus on breast cancer screening, HPV vaccinations, cervical cancer screening and other much needed preventative services, and; 6) nutrition services delivered by highly trained registered and licensed dietitians to ensure women understand the role nutrition plays in maintaining healthy weight and managing their diets as it relates to chronic illnesses such as diabetes and high blood pressure, and family planning.

As a Federally Quality Health Center and Family Planning agency, Legacy believes all of the aforementioned services are necessary to educate, engage and retain patients, while providing high quality and patient-centered family planning and health care services to our communities. To implement these services, Legacy will leverage current staff and add additional staff to work with approximately 1,053 individuals. Legacy will hire and train the following new staff: Outreach and Enrollment Specialist, Eligibility Specialists, Patient Educator, Registered Dietitians, a Quality Registered Nurse, Business Intelligence staff and a Prevention Coordinator to work along with the providers, and the entire Legacy team, in meeting the needs of the community.

**b. Identify the Priority Population to be served;**

Legacy's Healthy Texas Women program will prioritize non-pregnant women, between 14 and 44 years of age, who are legal residents of the State of Texas, uninsured, and living at or under 200% of the Federal Poverty Guideline. As a Federally Qualified Health Center, Legacy provides services to all patients regardless of their ability to pay. Legacy's services will be concentrated in the following areas of Houston: Legacy's Mapleridge Clinic, serving Southwest Houston—including Sharpstown, Alief, Gulfton; Legacy's Lyons Clinic serving North East and Southeast Houston-- including The Fifth Ward the East End; Legacy's Montrose Clinic serving Central Houston --- including Montrose; Legacy's San Jacinto Clinic serving the city of

Baytown; and, Legacy's South Park Clinic serving Beaumont, Texas. Legacy's program will prioritize services within Harris and Jefferson Counties.

- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

Assisting eligible women with enrollment into the HTW Fee-for-Service Program

Legacy will assimilate HTW enrollment activities into its award winning outreach and enrollment activities. Assisting eligible women with enrollment into the HTW Program will be conducted by Legacy's team of Eligibility Specialists and Outreach and Enrollment Specialists. To enhance this team, Legacy will add additional staff to manage the increase in patient enrollment within Legacy clinics and out in the community. Legacy's Eligibility Specialist are bilingual in Spanish and English, reducing the major linguistic barrier. Legacy also has interpretation services offered for patients best served in a different language than previously outlined. Legacy's Eligibility Specialists and Outreach and Enrollment Specialists provide individual client level support in analyzing the needs of the patient and the individual's current financial capacity before assisting clients with enrollment into resources as appropriate, whether they be HTW Fee-for-Service Program or other financial resources such as government grant programs, the Health Insurance Marketplace and federally facilitated health insurance policies.

The O/E Team are eligibility specialists specially trained by Legacy to engage and assist community members in environments outside the walls of Legacy clinics. The O/E Team is currently outfitted with mobile eligibility units, inclusive of a laptop, scanner/printer, HotSpot connection and electrical supply components. Legacy will leverage existing equipment already in use for the provision of these services. This allows the team to provide services in places such as schools, community health fairs, churches, multi-service centers and businesses. Providing services through a mobile approach also reduces barriers, such as transportation and child care, which are often impediments to receiving services for the target population. Legacy has successfully implemented this approach, which resulted in increased enrollments for patients considered hard-to-reach. To attend to an increased demand for these services Legacy proposes to increase eligibility services for our existing patient population, as well as new patients seeking services from **Legacy on a daily basis through an increase in the number of Outreach and Eligibility Specialists by 1 FTE**. An additional FTE will allow for increased capacity to assist in navigating the financial resource and insurance landscape, as well as completing enrollment for HTW Fee-for-Service Program, Medicaid, Medicare and CHIP for qualifying individuals.

Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program

Legacy proposes to provide direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program at Legacy clinics throughout the service area. These services will be provided on a one-time basis until the woman completes eligibility for HTW. If a woman continues to be in need of services without completing the eligibility process, Legacy will continue to serve the patient through its sliding scale fees, and regardless of the patient's ability

to pay. It is vastly important to Legacy to do everything possible to give women a choice in how they plan their families and their lives. Presumptive services will include birth control counseling, natural family planning, abstinence counseling, pregnancy testing, Pap tests for cervical cancer, screening and treatment of sexually transmitted infections, pre-conception counseling, nutritional counseling, and infertility counseling. Condoms will be made available at the visit, and prescription birth control will be provided on-site via Legacy's Class D pharmacies or on-site Walgreens.

#### Staff development and training related to HTW Fee-for-Service Program service delivery

Staff Development and training related to HTW Fee-for-Service Program service delivery will be done using a number of methods. Initial trainings seminars will be done onsite as a part of a program orientation process for the each department (Eligibility and Billing, Quality Assurance, Program Development, Accounting, Operations). Department leadership will educate staff on requirements of Healthy Texas Women and Family Planning and how they align with Legacy's policies and procedures for eligibility determination and billing. These policies and procedures are maintained by the each specific department and the Senior Director of Compliance/ HIPAA Privacy Officer. Policies will be updated on an annual basis or when applicable. Legacy will send staff from departments, as appropriate, to attend the annual workshops presented by Health and Human Services, Texas Medicaid and Healthcare Partnership, and other agencies as applicable to HTW Fee-for-Service Program service delivery. Each department will also hold small group trainings lead by department leadership at routine all-staff meetings. These meetings are utilized to assure quality as well as identify areas of improvement. These meetings will have a specific Healthy Texas Women and Family Planning grant focus at least twice per year.

#### Client and community based educational activities related to the HTW Fee-for-Service Program

Legacy proposes to provide community and client based health education through community health workers and patient educators interspersed throughout the service area. Services will include educational activities related to the services available to HTW Fee-for-Service Program enrollees in conjunction to the education activities currently provided. Education provided at this time includes curriculum on HIV/STD testing, blood pressure monitoring, hypertension and diabetes screening, family planning and safer sex education, and wellness education services. **Legacy currently provides nutrition education and counseling services, with a priority to expand this service to clinic locations operating within each of the organization's service areas.** Legacy provides prenatal and maternal education in the form of a "Becoming a Mom", Lactation Services, and Safe Sleep SIDS courses.

- d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;**

Legacy is not currently conducting research on individuals receiving services through any HHSC-funded programs.

- e. Provide an organizational Chart**



Legacy's Organization Chart is provided within this proposal.

- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and**

Job descriptions of all key staff are included within this proposal. Included are a Quality Registered Nurse, Patient Educator, Community Health Workers, Outreach & Eligibility Specialist, Eligibility Specialist, Billing Specialist, Contact Center Representative, Prevention Coordinator, Registered Dietician, BI Analyst, Accountant, Director of Programs, and Senior Director of Nursing.

- g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

Legacy's HTW program budget was designed based on the combination of projected income generated under HTW Fee-for-Service Program plus the dollars required to provide services proposed herein. Projected Income from HTW Fee-for-Service Program was calculated based on an encounter volume multiplied by expected reimbursement rate per patient under the HTW Fee-for-Service Program, after all costs associated with Fee-for-Service provision. Costs associated with the proposal herein are the sum of the costs per activity for the contract period. Legacy will expend all Fee-for-Service prior to drawing on Cost Reimbursement dollars. The cost reimbursement dollars will be used to maintain all support services. The budget will be monitored by Legacy's Vice President of Accounting. Monthly Grant Billing Meetings are held to discuss spend versus grant progress and to alleviate any problems with billing.

**Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and**

Legacy's Quality Assurance Department currently monitors health trends and conducts routine procedural and chart audits to ensure services aligns with best-practices, medical standards, and Legacy's Patient Centered Medical Home (PCMH) model of care. All providers are credentialed per Legacy's annual credentialing and privileging policy, which aligns with HRSA requirements, as well as assessed by their medical peers (peer review) for clinical competence and quality of health provision. All mid-level providers are supervised by physicians in accordance with their respective licensing boards. Provision of care is assisted by an Electronic Health Record System (EHRS) that aids clear documentation and clinical decision support, as well as improved communication via a patient portal and health information exchange. Legacy ensures that physicians and medical support teams receive proper education and training within their respective disciplines. Ongoing training for providers is available through on-site classroom sessions as well as community and on-line continuing education opportunities.

**b. At a minimum, provide the following information:**

- 1) Medical Director's involvement in the QA/QI activities;**
- 2) Activities used to identify trends of needed improvement and the frequency of those activities;**
- 3) Activities to ensure correction and follow-up to findings identified;**
- 4) Use and frequency of client satisfaction surveys;**
- 5) System used to identify, report, and monitor adverse outcomes; and**
- 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.**

The Quality Assurance Department is overseen by Legacy's Chief Medical Officer, Dr. Ann Barnes MPH, and managed Legacy's Senior Director of EHRS and Quality Assurance, Chris Hughes, RN. The Chief Medical Officer is a Board Certified physician and a Master of Public Health. The Senior Director of Quality & EHRS is a Registered Nurse (RN) and possesses over 18 years of nursing experience. Legacy's Chief Medical Officer also lead's the agency's Quality Committee. This is a standing committee that maintains statutory responsibility for guiding Quality Assurance Department trajectory. To ensure the highest level of consumer satisfaction and the quality of contractor performance with programmatic and contractual requirements, Legacy's Healthy Texas Women program (Fee-for-Service and Cost Reimbursement) will include robust quality assurance and improvement processes led by intradepartmental Leadership in conjunction with the organization's Quality Assurance Department. The provision of quality services begins with department leadership. These personnel will ensure that staff members are adequately trained and monitored. The Quality Assurance Department then conducts audits. When problems are discovered the Quality Assurance Department, in conjunction with intra-department leadership devise a Corrective Action Plan (CAP) that outlines steps to rectify the issue. All CAPs are submitted to, reviewed, and ultimately approved by the Quality Committee. Progress is reported to the Quality Assurance Department by the department under the CAP. The agency's on-going measurement and monitoring program covers a multitude of variables including clinical, financial, operational, as well as patient and staff satisfaction. The data sources for monitoring and measuring include, but are not limited to:

- Reports from external audits and chart reviews, data from internal chart reviews and audit processes utilizing established Standards of Care and Outcome Measures, client satisfaction surveys, reports from Client Advisory Councils, and other focus group meetings, reports of formal and informal client complaints, demographic data from various care programs and services, reports documenting visit frequency and missed appointments, staff-generated reports delineating key concerns or quality issues.
- Peer reviews are conducted by licensed practitioners and medical directors to evaluate the

provision of services and determine clinical competency. Findings and are based on current clinical practice guidelines.

Legacy completes quality assurance and performance improvement assessments of each program and activity within the organization to identify the level of utilization of various programs and activities, as well as to ensure the maximum level of quality care provided to patients through systematic review processes. Continuous outcome and other process measures is the cornerstone of Legacy's performance improvement process. These on-going quality control and assessment activities determine whether or not the organization's systems are operating at "acceptable" levels. The success and diligence of the agency shall be based on the routine monitoring and shall be conducted on those items considered key indicator of success and diligence by the organization, funding sources, or regulatory agencies.

The Quality Assurance Department is structured independent of clinical and non-clinical programs, and is managed by the Senior Director EHRS & Quality, Mr. Chris Hughes, RN. To improve and maintain services, it is of primary importance that both internal and external chart reviews and audits be reviewed and studied. Electronic systems used to measure data include the agency's patient management and electronic health record system, Centricity; CPCDMS (Centralized Patient Care Data Collection System) for Ryan White funded services; and various internal databases. Legacy utilizes two processes for reviewing any given outcome, universal reporting or random sampling. Reporting outcomes on the universe is the optimal outcome measurement, and is completed through the use of the agencies electronic health record. Random sampling reviews a subset of the universe if universal reporting is not feasible due to the volume or type of data being collected. Legacy utilizes random sampling to review patient health records for thoroughness, and provide quality improvement trainings to appropriate staff as necessary. Legacy's Risk Coordinator, Magaly Coronado is responsible for monitoring patient satisfaction via survey. Each clinic location has client satisfaction surveys distributed throughout the lobby and front desk. Findings from client satisfaction surveys are reported in a similar manner as chart audits, and when possible, Legacy will follow up with responders to gain insight into their experiences to continue to improve the service delivery experience. This information is reported to the Board of Directors monthly. During each program audit process, the Quality Assurance Department compiles a report outlining the key findings, reporting this information to the internal staff Quality Committee, as well as the Strategic and Quality Initiatives subcommittee of the Board of Directors. Findings from all evaluations and assessments, internal and external, are forwarded to Legacy's Executive Leadership.

The staff based Quality Committee conducts meetings at least six times per year, with optimal meetings scheduled each month, to discuss outcomes of chart audits. The Quality Committee is responsible for reviewing all evaluations and assessments forwarded by Department Directors and external regulatory bodies. The Quality Committee is composed of representatives from all departments and programs throughout the organization. In addition to the active role of Legacy's staff in the quality process, the Board of Directors also takes an active role in the quality assurance and performance improvement process. The Quality Committee will forward a summary of findings to the Strategic and Quality Initiatives subcommittee of the agency's Board of Directors, and subsequently, the subcommittee presents this data at each meeting with the full

Board of Directors. Legacy's Performance Improvement Plan is available to our partnership agencies at their request.

To provide the level of quality support that will be needed for Healthy Texas Women program, Legacy proposes to add .5 new FTE for a registered nurse as a Quality Analysts (Quality Registered Nurse). This employee will work under the Quality Assurance Department to conduct chart audits and facilitate quality improvement initiatives related to the program. This employee will work under the Business Intelligence Department to extract and analyze data from our data warehouse. Legacy leverages an extensive data warehouse infrastructure to index, catalog, and analyze health trends in its patient catchment.

### **Professional Development:**

- a. **Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and**

All Legacy staff experience cultural sensitivity training upon on-boarding at Legacy. This includes a movie and brief discussion on perspectives held by each attendee. This seminar is conducted by Legacy's Human Resources department.

Legacy uses Community Advisory Committees (CACs) to help ensure services and programming is provided in a manner that is acceptable to both the target audience and general community. CACS assess the cultural competency level of the staff, review program materials and determine if services are provided in a developmentally, educationally, and linguistically appropriate manner through client feedback and community conversations. Members of the CAC include individual patients and representatives from community based organizations such as churches, schools, and local businesses. The aggregate CAC includes a spectrum of various professions, income levels, health needs, and populations residing in the proposed service area. Members of the CAC assist staff in understanding the community, local culture, local perspectives on need, and local perspective on service delivery.

To better serve the community accessing services at Legacy, the various program managers work with Human Resources to drive a concerted systematic effort to employ culturally respectful and linguistically appropriate staff members as well as volunteers across all its services. Consistent with CLAS Standard 4, these areas include the Front Reception area, administration, program support, and direct services. Legacy employs staff who are fluent in Spanish and English and has staff that speaks other languages, such as American Sign Language, Portuguese, Farsi, Mandarin, Japanese, Cantonese, Swahili and French, to name a few and are experienced in interpreting for clients in a medical environment. Any and all new hires who indicate that they speak a second language are tested in that language to assure their fluency. All services offered through Legacy are written in English and Spanish (as these are the primary languages we encounter in its service delivery) and are also posted throughout the clinic system in both languages. Consistent with CLAS Standard 5, during intake and eligibility determination, all consent forms are provided in English and Spanish and if another language is required those are addressed on a case-by-case basis. It is also noted at this point during intake whether or not the client will need interpreter services and charts are marked accordingly. In the event that Legacy staff members are not able



to provide the necessary interpretation services, in accordance with CLAS Standard 6, Legacy also contracts with Alliance for Multicultural Communication Community Services – Healthcare Interpreter Program, which has a specific medical component to its services, to interpret additional different languages. Legacy does not permit any patient to have a family member or friend as an interpreter. CLAS Standard 7 requires materials to be available in easily understood materials and signage. All of Legacy's clinic materials have been adapted to target culturally diverse populations and have also been expanded to give attention to women, transgender, and other underserved populations. These materials are provided throughout the Legacy clinic system. Respectful of all levels of literacy, some Legacy materials (where possible) communicate through pictures where no language is required to understand the message and some materials are presented in low literacy language – readability tests are done to make certain that information is not written at a level too high for most to comprehend. While Legacy's marketing efforts are promoted in the various local publications in Spanish and English, Legacy also promotes to various culturally specific communities like the GLBT, Hispanic and African-American communities with culturally appropriate language and graphics.

Legacy's staff is comprised of diverse racial, ethnic, gender, and social backgrounds, reflective of the target populations, and serve to meet the ever-changing and expanding needs of Legacy's clientele. Staff members assigned to conduct Healthy Texas Women activities are experienced in providing eligibility and enrollment, direct client care, and education and guidance to high risk populations, and are aware of cultural norms and beliefs among various groups of individuals. Opportunities for staff enrichment and cultural sensitivity training will be offered to gain pertinent knowledge and skills to conduct testing services across multiple sensitive and diverse populations. Health education messages and materials will be provided with sensitive language to clients that address techniques targeting reduced sexual risk activities. All information will be presented in an unbiased and culturally competent manner that establishes a rapport and encourages open dialog in the relationship between the staff and client.

Legacy's Community Advisory Council (CAC) for the Beaumont service area, along with the organization's Marketing and Communications Department are also integral in identifying and developing effective health education messages for delivery to the target communities; appropriate messaging venues; assessing the level of cultural competency by the staff; and determining if services/program materials are provided in a developmentally, educationally, and linguistically appropriate manner. Legacy recruits CAC members from the organizations internal client base and from local leadership within the community. Legacy has three decades of experience tailoring its message materials to various cultural groups in the service area – these include African Americans, Hispanics, Anglos, and the LGBT community. Legacy's messages per Healthy Texas Women will be developed for delivery by Legacy's Public Health Services staff through intensive trainings to ensure cultural and risk sensitivity.

- b. Identify staff, including job titles, that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**

Legacy staff to attend the HHSC required trainings will include Ms. Tina Megdal – Vice President of Program Development; Ms. Melisa Garcia – Vice President of Clinical Business

Services; the eventual Director of Programs – State Funded (this position is currently vacant); and Dr. Vian Nguyen, the Medical Director of Clinic OB/GYN.

**Recruitment:**

**Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.**

Legacy proposes to provide community based health education through community health workers and patient educators interspersed throughout the service area. Services will include educational activities related to the services available to HTW Fee-for-Service Program enrollees in conjunction to the education activities currently provided. Education provided at this time includes curriculum on HIV/STD testing, blood pressure monitoring, hypertension and diabetes screening, family planning and safer sex education, and wellness education services. The goal of Legacy's Community Education and Outreach program is to inform the community of Legacy's Healthy Texas Women and Family Planning Services while providing much needed education to individuals in those communities in an effort to prevent unwanted pregnancies, STDs and HIV, increase access to family planning methods, specifically Long Acting Reversible Contraceptives, and foster responsible decision making by individuals and families. Outreach, In-reach, and education to the Priority Population will be the task of Marketing and Communications, Community Relations Managers; Community Health Workers; Patient Educators; the Outreach and Enrollment Team; and even the providers themselves.

The Marketing and Communications staff, inclusive of paid media, digital media, non-paid media and community relations, will work to increase awareness of Healthy Texas Women and Family Planning services. Legacy will implement the following key activities to promote Healthy Texas Women and Family Planning services to the target population.

**Paid Media**

A variety of paid media are available to help promote this message and include print, magazine radio, outdoor opportunities.

**Digital Media**

Legacy will leverage our existing digital platform to promote this program to our target market and current patients. Digital media include Facebook, Twitter, Website, and our Blog.

**Non –Paid Media**

Through relationship and media presence, Legacy will work to raise awareness around this program through appropriately timed press releases, PSA announcements and coverage on the agencies drive-time FM radio show, The Pulse.

Community Relations Managers (CRM), one in each of our targeted communities, will be responsible for the distribution of flyers and pamphlets to local community agencies, schools, housing and apartment complexes, colleges and universities, community centers and detention centers. These collateral materials will be updated based on input from Legacy's Community Advisory Council. Community outreach will be provided throughout the Houston, Baytown, and Beaumont areas and include scheduled health tables at community events and presentations to

inform various community organizations or community members of the Healthy Texas Women and Family Planning services available at Legacy's clinical sites. In addition, the CRM staff is responsible for forging relationships with community agencies that engage with similar populations to Legacy. Through formal agreements, the partner agency agrees to actively refer clients to Legacy Community Health on a regular basis for their health care needs.

The CRMs, along with Community Health Workers (CHW), will team up to participate in health fairs and local events and functions. Legacy will work collaboratively with other community agencies that are likely to serve individuals in need of family planning services. The CRM staff works with partner agencies including schools, colleges, community based agencies, detention centers, church groups, etc., to set up educational presentations facilitate by the CHWs. The CHWs will be available for free group education sessions at Legacy's various FQHC clinics and at other clinics or social services agencies in the community. Educational sessions can be done in one or a series of sessions depending on the interests of the group. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will also offer parent education to help parents talk with their children and youth within their own family values. CHWs will be available to conduct workshops or presentations across each area by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the CHWs and the CRMs to meet identified individual or community needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our grassroots efforts in each of our communities. Through flier distribution, community education and formal relationships, the CRM staff will be able to help inform the target population of this program.

The Outreach and Enrollment Team (O/E Team) is a component of Outreach. The O/E Team are eligibility specialists specially trained by Legacy to engage and assist community members in environments outside the walls of Legacy clinics. The O/E Team is currently outfitted with mobile eligibility units, inclusive of a laptop, scanner/printer, HotSpot connection and electrical supply components. Legacy will leverage existing equipment already in use for the provision of these services. This allows the team to provide services in places such as schools, community health fairs, churches, multi-service centers and businesses. Providing services through a mobile approach also reduces barriers, such as transportation and child care, which are often impediments to receiving services for the target population. Legacy has successfully implemented this approach, which resulted in increased enrollments for patients considered hard-to-reach.

In-reach and education is the responsibility of Legacy's providers and Patient Educators. Providers represent a critical opportunity to educate patients on the types of services provided under HTW as well as the health benefits of service. Providers will engage patients in an inclusive and respectful dialog during visits. When a patient presents a need for more education they will be referred to Legacy's Patients Educators. These staff members will be available for education sessions at Legacy's various FQHC clinics. Educational sessions can be done in one or a series of sessions depending on the needs of the client. Age appropriate topics range from

making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will offer parent education to help parents talk with their children and youth within their own family values. Patient Educators will be available to conduct workshops or presentations at Legacy clinics by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the Patient Educators to meet identified individual needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our education efforts through in-reach.

**Long-Acting Reversible Contraception (LARC) Usage:**

**a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;**

Legacy will provide the following LARC Methods at Legacy clinics: Nexplanon, Paragaurd, Mirena, and Depoprovera injections. Legacy currently refers patients to LBJ, Ben Taub and St. Joseph's Hospitals for sterilization procedures.

**b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and**

Legacy will conduct client education activities focused on LARC usage and efforts in order to increase LARC utilization rates in the priority population. These educational efforts form a major component of the Outreach, In-Reach, and client education activities described above. Community Relations Managers (CRM), one in each of our targeted communities, will be responsible for the distribution of flyers and pamphlets to local community agencies, schools, housing and apartment complexes, colleges and universities, community centers and detention centers. Community outreach will be provided throughout the Houston, Baytown, and Beaumont areas and include scheduled health tables at community events and presentations to inform various community organizations or community members of the Healthy Texas Women and Family Planning services available at Legacy's clinical sites. In addition, the CRM staff is responsible for forging relationships with community agencies that engage with similar populations to Legacy. Through formal agreements, the partner agency agrees to actively refer clients to Legacy Community Health on a regular basis for their health care needs.

The CRMs, **along with 1 full-time Community Health Workers (CHW)** will team up to participate in health fairs and local events and functions to educate women about the full benefits of LARCS, including their long-acting nature. Legacy will work collaboratively with other community agencies that are likely to serve individuals in need of family planning services. The CRM staff works with partner agencies including schools, colleges, community based agencies, detention centers, church groups, etc., to set up educational presentations facilitate by the CHWs. The CHWs will be available for free group education sessions at Legacy's various FQHC clinics and at other clinics or social services agencies in the community. Educational sessions can be done in one or a series of sessions depending on the interests of the group. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality,



HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will also offer parent education to help parents talk with their children and youth within their own family values. CHWs will be available to conduct workshops or presentations across each area by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the CHWs and the CRMs to meet identified individual or community needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our grassroots efforts in each of our communities. Through flier distribution, community education and formal relationships, the CRM staff will be able to help inform the target population of this program.

In-reach and education is the responsibility of Legacy's providers and Patient Educators. Providers represent a critical opportunity to educate patients on the types of services provided under HTW as well as the health benefits of service. Providers will engage patients in an inclusive and respectful dialog during visits. When a patient presents a need for more education they will be referred to Legacy's Patients Educators. These staff members will be available for education sessions at Legacy's various FQHC clinics. Educational sessions can be done in one or a series of sessions depending on the needs of the client. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will offer parent education to help parents talk with their children and youth within their own family values. Patient Educators will be available to conduct workshops or presentations at Legacy clinics by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the Patient Educators to meet identified individual needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our education efforts through in-reach.

**c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

Legacy routinely hosts device manufacturers and representatives at clinics for lunch and learns and in services focused on educating and training staff on device utilization and best practices. Legacy's Senior Director of Nursing, Candace Cains will also provide skills demonstration workshops to Legacy providers. These workshops will focus on honing provider skill sets by having the providers prove competency to the Senior Director of Nursing with follow up training and education provided as appropriate.

- 1. For each program component, respondent must propose at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Respondent must:**
  - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;**

- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;**
- c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;**
- d. Define the time frame for accomplishing each objective/activity.**
- e. Describe in specific terms how respondent will evaluate each activity. For example, “client services data, pre/post assessments of educational sessions, client interviews/surveys, etc.”**

**FORM I: WORK PLAN**

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals: To ensure appropriate and accurate services are rendered through high level coordination of program administration and management staff.</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
1. Provide program oversight for the HTW program	1. Hire and train Director of Programs-State Funded Programs	1. Director hired and trained by August 31, 2016	1. VP of Program Development	1. August 31, 2016
2.Utilize Legacy’s Electronic Health Record to provide clinical support to providers	2. Develop workflows for all required health care and family planning services and train providers on the EHRs usage	2. Number of providers trained on the EHRS clinical support and documentation	2. Senior Director of Quality and EHRS	2. August 31, 2016
3.Provide programmatic financial oversight	3. Monthly Grant Billing Meetings are held to determine if programmatic expenditure is on pace to meet contractual obligations	3. Units of service provided per month, program expenditure per month (projected), and program expenditure per month (actual)	3. VP of Accounting VP of Program Development Director of Programs – State Funded	3. Monthly, August 2017

**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>				
<b>Goals: Ensure services are rendered to the appropriate patient populations with the high quality care that is based on best practices and current standards of care.</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

1. Review and assess quantitative and qualitative data to ensure program requirements are successfully met.	1. Conduct Peer Reviews quarterly.  2. Conduct chart audits on patient records biannually.  3. Conduct audits on eligibility and billing encounters bi-annually.  4. Conduct a financial audit annually.  5. Conduct client satisfaction activities bi-annually.  6. Review information during quality committee meetings 2 times per year.  7. Develop Plans of Corrective actions as needed.	1. Peer review 10% of providers (not exceed 30 charts)  2. Chart Audits of 10% of charts (not exceed 30 charts)  3. Audits of 10% of eligibility files and billing encounters charts (not exceed 30 charts)  4. Annual independent auditor results  5. Results of bi-annual satisfaction surveys  6. Meeting notes will indicate review of HTW at 2 meetings minimally  7. Documentation of Plans with Quality Committee Meeting Notes	1. Medical Director of Ob/Gyn and Adult Medicine  2. Senior Director of Quality and EHRS  3. Senior Director of Quality and EHRS  4. BKD (Independent Audit Firm)  5. VP of Marketing and Patient Engagement  6. Chief Medical Officer  7. Chief Medical Officer	1. November 2016 and quarterly thereafter.  2. February 2017 and bi-annually thereafter.  3. February 2017 and bi-annually thereafter.  4. Annual  5. February 2017 and bi-annually thereafter.  6. August 31, 2017  7. August 31, 2017
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**FORM I: WORK PLAN**

Program Component C Professional Development				
<b>Goals: Ensure all staff have the appropriate knowledge and training to deliver the expected Healthy Texas Women services.</b>				
Objectives	Activities	Measurement	Staff Responsible	Completion Date



1. Provide all necessary training and information to staff, to include clinical, nursing support, eligibility, billing, CHW, Prevention Coordinator, O/E, quality and financial staff.	<p>1. Key staff will attend the HHSC Contractors Meeting in Austin</p> <p>2. Develop PowerPoint Presentation on HTW requirements and expectations based on HHSC HTW Policy Manual</p> <p>3. Train all current staff on HTW within 60 days of implementation after receiving contract</p> <p>4. Train new staff on HTW within 90 days of hire.</p> <p>5. Conduct a training assessment and to determine what trainings are needed by staff.</p> <p>6. Develop training plan based on assessment</p> <p>7. In-house trainings conducted by medical directors during monthly staff meetings at least 2 times per year.</p>	<p>1. Attendance records through HHSC.</p> <p>2. Placed on Legacy's training tool—Blackboard in time for training current and new staff.</p> <p>3. Documented training in employee HR file</p> <p>4. Documented training in employee HR file</p> <p>5. Documented results of assessment filed in HR.</p> <p>6. Documented training plan included topics and dates of expected training.</p> <p>7. Documented in meeting notes.</p>	<p>1. Medical Directors, VPs of Program Development, Finance and Clinical Business</p> <p>2. Medical Director of Ob/Gyn and Program Director</p> <p>3. Human Resources</p> <p>4. Human Resources</p> <p>5. Director of Programs – State Funded</p> <p>6. Director of Programs – State Funded</p> <p>7. Medical Director</p>	<p>1. September 30, 2016</p> <p>2. August 31, 2016</p> <p>3. August 31, 2016</p> <p>4. As needed</p> <p>5. August 31, 2016</p> <p>6. September 30, 2016</p> <p>7. December 2016/June 2017</p>
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**FORM I: WORK PLAN**

<b>Program Component D Recruitment</b>				
<b>Goals: Recruit and enroll eligible HTW clients to meet stated performance measure of 4,000 women.</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
1. Provide Community outreach and education related to HTW services within targeted	1. Community Relations Managers build relations with community based organizations to	1. A minimum of ten relationships per year as documented in Salesforce Run Logs or Memorandums of	1. Director of Community Relations	1. August 31, 2017

communities.	<p>establish direct referral agreements.</p> <p>2. Community Health Workers will conduct community education events at various community based organizations, including Legacy clinics.</p> <p>3. Legacy's Outreach and Enrollment Team will attend community level events and co-locate within the community with the goal of enrolling eligible women into the HTW Fee-For-Service program.</p>	<p>Understanding or Collaborative Working Agreements</p> <p>2. A minimum of sixteen community education events.</p> <p>3. Legacy's Outreach and Enrollment Team will attend A minimum of sixteen community education events.</p>	<p>2. Director of Public Health</p> <p>3. Director of Clinical Business Services</p>	<p>2. August 31, 2017</p> <p>3. August 31, 2017</p>
2. In-Reach of Legacy's current patients	<p>1. Develop seamless referral from primary care to family planning.</p> <p>2. Notify all current Medicaid pregnant patients of automatic enrollment into HTW and provide linkage to appointments</p> <p>3. Marketing will send a letter to existing EPHC patients explaining the change to the new HTW program.</p> <p>4. Patient Educators will conduct sixteen educational sessions to educate current patients about HTW services.</p> <p>5. Community Advisory Council will be facilitated once a quarter.</p>	<p>1. The number of referrals made from Legacy's Primary Care Program into Legacy's Family Planning Program.</p> <p>2. Documentation of notification.</p> <p>3. Documentation of letter and patient mailing list.</p> <p>4. Notes documented in patient file from education session.</p> <p>5. Meeting notes from CAC sessions.</p>	<p>1. Medical Directors of Adult Medicine and OB/GYN</p> <p>2. VP of Marketing and Patient Engagement</p> <p>3. VP of Marketing and Patient Engagement</p> <p>4. Director Public Health</p> <p>5. Director of Community Relations</p>	<p>1. August 31, 2017</p> <p>2. July 31, 2016</p> <p>3. July 31, 2016</p> <p>4. August 31, 2017</p> <p>5. August 31, 2017</p>
3. Legacy's Eligibility Specialists will enroll women into the HTW Fee-For-Service	<p>1. Eligibility Specialists will enroll</p>	<p>1. Patient Eligibility counts as documented within Centricity.</p>	<p>1. VP of Clinical Business Services</p>	<p>1. August 31, 2017</p>

Program.	women into the HTW Fee-For-Service program.			
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**FORM I: WORK PLAN****Program Component E  
LARC Usage**

**Goals: Legacy will promote utilization of Long Acting Reversible Contraception's as appropriate.**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
1. Educate the community per LARCs, their benefits, and their availability at Legacy Clinics.	1. Community Relations Managers will build relations with community based organizations to establish direct referral agreements.	1.A minimum of ten relationships per year as documented in Salesforce Run Logs or Memorandums of Understanding or Collaborative Working Agreements	1. Director of Community Relations	1. August 31, 2017
	2. Community Health Workers will conduct community education events around LARCs at various community based organizations, including Legacy clinics.	2. A minimum of sixteen community education events.	2. Director of Public Health	2. August 31, 2017
	2. Educate current patients per LARCs, their benefits, and their availability at Legacy Clinics.	1. Notes documented in patient file from education session.	1. Director Public Health	1. August 31, 2017
	2. Legacy providers will discuss all birth control methods, including LARCs	2. Notes documented in patient file from education session.	2. Medical Directors of Adult Medicine and OB/Gyn	2. August 31, 2017

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**Legacy Community Health Services, Inc.**Clinic Site # 6 of 11**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>



**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 7 of 11**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 8 of 11**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**Legacy Community Health Services, Inc.

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**Clinic Site # 9 of 11**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**Legacy Community Health Services, Inc.

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**Clinic Site # 10 of 11**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>



**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 11 of 11**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name  
of Respondent:**Legacy Community Health Services, Inc.**Clinic Site #** 6 of 11**All information must be accurate.\***

<b>Clinic Name:</b>	Legacy Branard Campus Clinic				
<b>Street Address:</b>	401 Branard Street			<b>Suite :</b>	300-302
<b>City:</b>	Houston	<b>County:</b>	Harris	<b>Zip Code:</b>	77006 HSR: 5/6S
<b>Clinic APPOINTMENT Phone #:</b> (832) 548-5000					
<b>Clinic PRIMARY Phone #:</b> (713) 366 – 7444			<b>Fax:</b> (713) 559-3260		
<b>Service Area</b> Harris					
<b>Contact Person:</b> Sandra Longoria					
<b>Pharmacy License #:</b>		<b>Class:</b>			
<b>TPI#:</b> 353788801			<b>NPI#:</b> 1356716021		
<b>Submission date of Medicaid Application:</b>					
<b>Subcontractor Site:</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
<b>Mobile Site:</b>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>						
<b>TUESDAY</b>	10:00	12:00	12:01	6:00		
<b>WEDNESDAY</b>						
<b>THURSDAY</b>	10:00	12:00	12:01	6:00		
<b>FRIDAY</b>						
<b>SATURDAY</b>						
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	16		48		0	

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name  
of Respondent:**Legacy Community Health Services, Inc.**Clinic Site #** 7 of 11**All information must be accurate.\***

<b>Clinic Name:</b>	Legacy Southwest				
<b>Street Address:</b>	6441 High Star Drive				<b>Suite :</b>
<b>City:</b>	Houston	<b>County:</b>	Harris	<b>Zip Code:</b>	77074 <b>HSR:</b> 5/6S
<b>Clinic APPOINTMENT Phone #:</b> (832) 548-5000					
<b>Clinic PRIMARY Phone #:</b> (832) 548-5300			<b>Fax:</b> (713) 779-9872		
<b>Service Area</b> Harris					
<b>Contact Person:</b> Erika Fisher					
<b>Pharmacy License #:</b>			<b>Class:</b>		
<b>TPI#:</b> 080462705			<b>NPI#:</b> 1679524961		
<b>Submission date of Medicaid Application:</b>					
<b>Subcontractor Site:</b>		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	7:30 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	10:00 PM
<b>TUESDAY</b>	7:30 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	10:00 PM
<b>WEDNESDAY</b>	7:30 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	10:00 PM
<b>THURSDAY</b>	7:30 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	10:00 PM
<b>FRIDAY</b>	7:30 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	10:00 PM
<b>SATURDAY</b>	9:00 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	6:00 PM
<b>SUNDAY</b>			12:01 PM	5:00 PM	5:01 PM	7:00 PM
<b>TOTAL HRS/MONTH</b>	100		140		108	

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: Legacy Community Health Services, Inc.

Clinic Site # 8 of 11

All information must be accurate.\*

Clinic Name:	Legacy Baker Ripley				
Street Address:	6500 Rookin St. Building B			Suite :	200
City:	Houston	County:	Harris	Zip Code:	77074 HSR: 5/6S
Clinic APPOINTMENT Phone #: (832) 548-5000					
Clinic PRIMARY Phone #: (713) 351-7350 Fax: (713) 351-7351					
Service Area Harris					
Contact Person: Ingrid Pierson					
Pharmacy License #: 27409 Class: D					
TPI#: 080462706 NPI#: 1679524961					
Submission date of Medicaid Application:					
Subcontractor Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Mobile Site: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	4:00		
TUESDAY	8:00	12:00	12:01	4:00		
WEDNESDAY	8:00	12:00	12:01	4:00		
THURSDAY	8:00	12:00	12:01	4:00		
FRIDAY	8:00	12:00	12:01	4:00		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	80		80		0	

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: Legacy Community Health Services, Inc.

Clinic Site # 9 of 11

All information must be accurate.\*

Clinic Name:	Legacy Bissonnet St.				
Street Address:	12667 Bissonnet Street			Suite :	
City:	Houston	County:	Harris	Zip Code:	77099 HSR: 5/6S
Clinic APPOINTMENT Phone #: (832) 548-5000					
Clinic PRIMARY Phone #: (281) 498-6100			Fax: (281) 498-6105		
Service Area Harris					
Contact Person: Maria Cazares					
Pharmacy License #:		Class:			
TPI#: 332996301			NPI#: 1427496546		
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Mobile Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00	5:01 PM	8:00 PM
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY	9:00	12:00	12:01	1:00		
SUNDAY						
TOTAL HRS/MONTH	92		104		12	



FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: Legacy Community Health Services, Inc.

Clinic Site # 10 of 11

All information must be accurate.\*

Clinic Name:	Legacy Santa Clara				
Street Address:	5616 Lawndale			Suite :	A110
City:	Houston	County:	Harris	Zip Code:	77023 HSR: 5/6S
Clinic APPOINTMENT Phone #: (832) 548-5000					
Clinic PRIMARY Phone #: (713) 921 0075			Fax: (713) 759 0912		
Service Area Harris					
Contact Person: Ed Taylor					
Pharmacy License #:		Class:			
TPI#: 080462715			NPI#: 1437402781		
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Mobile Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY	8:30	12:00	12:01	12:30		
SUNDAY						
TOTAL HRS/MONTH	87		101		0	

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name  
of Respondent:**Legacy Community Health Services, Inc.**Clinic Site # 11 of 11****All information must be accurate.\***

Clinic Name:	Legacy Central Beaumont				
Street Address:	450 North 11th St.				Suite : :
City:	Beaumont	County:	Jefferson	Zip Code:	77702 HSR: 5/6S
Clinic APPOINTMENT Phone #: (832) 548-5000					
Clinic PRIMARY Phone #: (409) 242 2577			Fax: (409) 242 2588		
Service Area Jefferson					
Contact Person: Candye Anderson					
Pharmacy License #:			Class:		
TPI#: 341227201			NPI#: 1184029969		
Submission date of Medicaid Application:					
Subcontractor Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Mobile Site:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	12:00	12:01	5:00		
<b>TUESDAY</b>	8:00	12:00	12:01	5:00		
<b>WEDNESDAY</b>	8:00	12:00	12:01	5:00		
<b>THURSDAY</b>	8:00	12:00	12:01	5:00		
<b>FRIDAY</b>	8:00	12:00	12:01	5:00		
<b>SATURDAY</b>						
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	80		100		0	

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Montrose Clinic  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1679524961

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 1415 California  
 Street Address City/State/Zip Code Houston/ Texas / 77006  
 Telephone Number 713 548-5100

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy South Park  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1235482878

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 4450 Highland Ave.  
 Street Address City/State/Zip Code Beaumont / Texas / 77702  
 Telephone Number 409 242 2525

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016



## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Maple Ridge Clinic  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1538414214

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 6550 Mapleridge St.  
 Street Address City/State/Zip Code Houston/ Texas / 77081  
 Telephone Number 713 779-7200

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Lyons Clinic  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1912290693

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 5602 Lyons Avenue  
 Street Address City/State/Zip Code Houston/ Texas / 77020  
 Telephone Number 713 548-5100

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy San Jacinto Clinic  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1699117523

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 4301 Garth Rd. Suite 400  
 Street Address City/State/Zip Code Baytown / Texas / 77521  
 Telephone Number 281 420 8400

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Bissonnet St.  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1427496546

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 12667 Bissonnet St.  
 Street Address City/State/Zip Code Houston/ Texas / 77099  
 Telephone Number 281 498 6100

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Branard Campus Clinic  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1679524961

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 6441 High Star Dr.  
 Street Address City/State/Zip Code Houston/ Texas / 77074  
 Telephone Number 832 548 5300

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Central Beaumont  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1184029969

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 450 North 11th St.  
 Street Address City/State/Zip Code Beaumont / Texas / 77702  
 Telephone Number 409 242 2577

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Branard Campus Clinic  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1356716021

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 401 Branard Street  
 Street Address City/State/Zip Code Houston/ Texas / 77006  
 Telephone Number 713 366 7444

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of Applicant:** Legacy Community Health Services, Inc

This certification pertains to the following billing or performing provider:

Provider Name Legacy Baker Ripley  
 Federal Tax ID Number 76-0009637 NPI  
 Number 1679524961

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address PO BOX 66308  
 Street Address City/State/Zip Code Houston/ Texas / 77266-6308  
 Telephone Number 832 548 5074

Provider's primary physical address:

Street Address 6500 Rookin St. Building B  
 Street Address City/State/Zip Code Houston/ Texas / 77074  
 Telephone Number 713 351 7350

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
 common ownership, management, or control;  
 a franchise; or  
 the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification 9/23/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Katy Caldwell

Printed Name: Katy Caldwell

Title: Executive Director

Date: 9/23/2016

# **Attachment C – Contractor's Revised Budget**



**FORM F: BUDGET SUMMARY (REQUIRED)**

Revised -9-21-16

Legal Name of Respondent:

Legacy Community Health Services

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$1,403,821	\$215,214	\$1,188,607
B. Fringe Benefits	\$303,225	\$46,486	\$256,739
C. Travel	\$3,317	\$3,317	\$0
D. Equipment	\$0		\$0
E. Supplies	\$38,692	\$7,882	\$30,810
F. Contractual	\$0		\$0
G. Other	\$135,075	\$27,101	\$107,974
H. Total Direct Costs	\$1,884,130	\$300,000	\$1,584,130
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$1,884,130	\$300,000	\$1,584,130

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$1,403,821	\$1,403,821	Fringe Benefits	\$303,225	\$303,225
	Travel	\$3,317	\$3,317	Equipment	\$0	\$0
	Supplies	\$38,692	\$38,692	Contractual	\$0	\$0
	Other	\$135,075	\$135,075	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	Distribution Totals	\$1,884,130	Budget Total	\$1,884,130
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List any budget assumptions below:

**FORM F-1: PERSONNEL Budget Category Detail Form**

Legal Name of Respondent:

Legacy Community Health Services

<b>PERSONNEL</b>	Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
	Quality Registered Nurse (P.)	Y	The RN Quality Analyst utilizes nursing knowledge in assuming primary responsibility for monitoring organizational performance for assigned grants and services and maintains awareness of legislative and regulatory activities related to health care and disseminate information to appropriate parties.	0.5	RN	\$6,416.67	13	\$41,708
	Patient Educator (P.)	Y	Provides professional support through the coordination and delivery of a health education program.	0.5	N/A	\$3,750.00	13	\$24,375
	Community Health Worker (E.)	N	Responsible for outreach and health promotion to adults and families to increase awareness and the need for health prevention.	1	N/A	\$2,833.33	13	\$36,833
	Outreach & Eligibility Specialist (P.)	Y	Assists and educates applicants with eligibility determination and enrollment within the Federally-facilitated Health Information Marketplace.	1	N/A	\$3,916.67	13	\$50,917
	Eligibility Specialist (E.)	N	Determines applicant eligibility for third party reimbursement.	2.5	N/A	\$3,166.67	13	\$102,917
	Billing Specialist (E.)	N	Responsible for correcting, completing and processing claims of all payor codes.	2.65	N/A	\$3,166.67	13	\$109,092
	Contact Center Representative (P.)	Y	Interacts with callers/patients to schedule appointments and provide information.	0	N/A	\$2,346.50	13	\$0
	Prevention Coordinator (P.)	Y	Identifies and reduces barriers to cancer prevention and care by navigating patients through Legacy and outside providers.	0.5	N/A	\$2,346.50	13	\$15,252

Revised: 7/6/2009

Registered Dietician (P.)	Y	Prepares patient diet plans based on physician's orders and provides diet instructions and counsel to patients and their families.	0.3	RD	\$4,750.00	13	\$18,525
BI Analyst (P.)	Y	Responsible for design, development, implementation and support of mission-critical enterprise BI reports. Responsible for gathering requirements to design, develop, test and implement reports and dashboards that utilize the underlying data stores.	0	N/A	\$2,708.33	13	\$0
Accountant IV (E.)	N	Responsible for a variety of accounting functions and projects. Processes reports and reconciliations as well as research any discrepancies as needed.	0.05	N/A	\$5,416.67	13	\$3,521
Director of Programs (P.)	Y	Provides overall oversight and management of assigned programs/grants within a community-based healthcare organization.	0	N/A	\$5,833.33	13	\$0
Senior Director of Nursing (E.)	N	Responsible for patient care delivery, nursing and nurse practice throughout the facility/region.	1	N/A	\$10,083.33	13	\$131,083
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$869,598
Salary/Wage Total							\$1,403,821

**FRINGE BENEFITS**

Itemize the elements of fringe benefits in the space below:

Employer FICA 7.65%, Texas SUI 1.31%, Worker's Compensation .26%, Health Insurance and 403B Match 12.38%

	Fringe Benefit Rate %	21.60%
	Fringe Benefits Total	\$303,225

**FORM F-2: TRAVEL Budget Category Detail Form**

Legal Name of Respondent:

Legacy Community Health Services

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
Healthy Texas Women & Family Planning Contractor Training		Austin, TX	2 Days/ 6 Employees	Mileage	\$1,037
				Airfare	\$0
				Meals	\$600
				Lodging	\$1,680
				Other Costs	\$0
				Total	\$3,317
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				\$0	



Total for Conference / Workshop Travel \$3,317

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel \$0

Other / Local Travel Costs: \$0      Conference / Workshop Travel Costs: \$3,317      Total Travel Costs: \$3,317

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

## **Legacy Community Health Services**

[illegible]

\$0

## **Legacy Community Health Services**

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost
General Office Supplies	General supplies for daily administrative and clerical needs for all staff. Allocated at \$299 per FTE/year.	\$7,111
Medical Supplies	Utilized in the provision of primary health care services. Budgeted at \$6.25 per unduplicated medical patients served.	\$31,581
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

**\$38,692**

## Legacy Community Health Services

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

\$0



**FORM F-6: OTHER Budget Category Detail Form****Legal Name of Respondent:**Legacy Community Health Services

<b>Description of Item</b> <small>(If applicable, include quantity and cost/quantity (i.e. # of units &amp; cost per unit))</small>	<b>Purpose &amp; Justification</b>	<b>Total Cost</b>
Rent Expense	Rent expense allocated at \$2,970 per FTE/year.	\$70,627
Telephone Expense	Telephone and internet expenses allocated at \$539 per FTE/year.	\$12,818
Utilities Expense	Electricity, natural gas and water expenses allocated at \$242 per FTE/year.	\$5,755
Liability Insurance	Liability insurance allocated at \$188 per FTE/year.	\$4,471
Occupancy/Facility Maintenance Expense	Building maintenance and repair expense allocated at \$719 per FTE/year.	\$17,098
Offsite Storage Costs	Offsite storage costs allocated at \$59 per FTE/year.	\$1,403
Equipment Maintenance & Repairs	Equipment maintenance, repairs and rental expenses allocated at \$295 per FTE/year.	\$7,015
Postage Costs	Postage expense allocated at \$68 per FTE/year.	\$1,617
Financial Audit Fees	Financial audit fees allocated at \$281 per FTE/year.	\$6,682
Payroll Processing Service	Payroll processing service allocated at \$196 per FTE/year.	\$4,661
Patient Transportation (i.e. bus vouchers, taxi fare)	Patient transportation assistance to appointments.	\$250
Marketing Materials	Design, production and promotional items	\$2,678
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

**Total Amount Requested for Other:****\$135,075**

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Legacy Community Health Services

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:  
BASE:

**Applies only to governmental entities**. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:  
TYPE:  
BASE:

GO TO PAGE 2 (below)

## Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

**FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

Legacy Community Health Services

<b>PERSONNEL</b>	Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
	Nurse Practitioner (E.)	N	Responsible for administering care to patients under the supervision of physicians.	0.17	NP	\$8,294.00	13	\$18,330
	Medical Assistant (E.)	N	Assists providers in all exams and minor office procedures.	0.9	N/A	\$2,387.00	13	\$27,928
	Front Office Clerk (E.)	N	Initial interaction with patients over the phone or upon arriving at a clinic.	3.57	N/A	\$2,684.00	13	\$124,564
	Registered Nurse (E.)	N	Responsible and accountable for the delivery of patient care. Able to make clinical judgements with supervision. Performs services according to nursing standards.	2.5	RN	\$4,861.00	13	\$157,983
	Care Team Assistant (E.)	N	Provides both clinical and clerical support. Ensures the provision of quality and compassionate evidence-based care in a PCMH environment.	0.85	N/A	\$3,097.00	13	\$34,222
	Clinical Site Director (E.)	N	Provides leadership at the assigned clinic by working in close partnership with the operational site director to provide general supervision of all clinical and admin operations.	0.25	MD	\$15,425.00	13	\$50,131
	Program Coordinator (E.)	N	Responsible for planning, organizing and promoting Legacy's community-level intervention(s).	0.3	N/A	\$3,163.00	13	\$12,336
	Physician (E.)	N	Responsible for administering care to patients.	2.3	MD	\$14,853.00	13	\$444,105
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0

Revised: 7/6/2009



SalaryWage Total	\$869,598
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## Legacy Community Health Services

Revised: 7/6/2009

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Legacy Community Health Services

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0

Total for Conference / Workshop Travel \$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0



FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Legacy Community Health Services

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0

Total for Conference / Workshop Travel \$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0

## **Legacy Community Health Services**

[illegible]

\$

## **Legacy Community Health Services**

[illegible]

\$



FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Legacy Community Health Services

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Legacy Community Health Services

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Legacy Community Health Services

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Legacy Community Health Services

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0



## **Legacy Community Health Services**

[illegible]

**Total Amount Requested for Other:**

Revised: 7/6/2009

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Legacy Community Health Services

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

# **Attachment D – Contractor's Original Application**

**Legacy Community Health Services, Inc.**  
**Healthy Texas Women**  
**529-16-0132**  
**Deadline: July 12, 2016**  
**5:00PM**



Legacy Community Health Services, Inc.  
529-16-0132  
Executive Summary

The mission of Legacy Community Health Services, Inc. (Legacy) is, "Driving healthy change in our communities." Legacy is a private, 501(c)(3) nonprofit, community based organization, recognized as a Federally Qualified Health Center and a United Way agency. Legacy is governed by a 17-member Board of Directors. The majority of representatives on the Board are consumers of Legacy's healthcare services. For over thirty-five years, Legacy has been a community leader in meeting the needs of the medically underserved and indigent. Throughout its history, Legacy has evolved from a small neighborhood Sexually Transmitted Disease clinic to a full-service Federally Qualified Health Center (FQHC) focused on providing comprehensive high quality primary care and preventive medicine to include health screenings, health diagnostics, disease treatment services, and appropriate referrals. As an FQHC, Legacy provides these services to medically underserved Texans regardless of their ability to pay. The geographic service area for Legacy's Healthy Texas Women Program (HTW) program includes urban/impooverished areas of Harris and Jefferson Counties. Legacy's services will be concentrated in the following areas of Houston: Southwest Houston—including Sharpstown, Alief, Gulfton; North East Houston—including The Fifth Ward; Central Houston --- including Montrose; and South East Houston—including the East End; and the cities of Baytown and Beaumont Texas. The leading causes of death within the target communities are heart disease, cancer, stroke, accidental death, and chronic lower respiratory disease. Legacy's HTW program will serve women who are: Age 15 ≤ 44; At or below 200% of the Federal Poverty Level (FPL); U.S. citizens/legal immigrants; and Not Pregnant. Legacy projects to serve 4,000 clinical clients. The Total of Legacy's Categorical Budget is \$1,177,555.00. Legacy anticipates sub-contracting with no agencies. Under cost reimbursement, Legacy's Healthy Texas Women program will directly provide support services that enhance services provided by Legacy to a client under the HTW Fee-for-Service Program. These include 1) assisting eligible women with enrollment into the HTW Fee-for-Service Program; 2) direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program; 3) staff development and training related to the HTW Program, including specific training on the use of Long Acting Reversible Contraceptives; 4) client and community based educational activities; 5) Prevention Coordinator services to ensure patients receive all necessary preventative services; and 6) nutrition services. Program goals reflect these activities. To implement these services, Legacy will leverage current staff and add additional staff. Legacy's HTW Clinic Sites include the Legacy Mapleridge Clinic, the Legacy Montrose Clinic, the Legacy Lyons Clinic, the Legacy San Jacinto Clinic, and the Legacy South Park Clinic. Consistent with Form K, all sites are ready. Per the Staff Development Plan, Legacy will conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. Legacy has identified internal personnel responsible for coordinating staff development activities. Training needs will be assessed, documented, and addressed. Legacy staff will participate in all HHSC required HTW Program trainings. Legacy will implement an annual plan to provide community education and program promotion. Consistent with this plan, Legacy will inform the public of the HTW Fee-For-Service program's purpose and services; enhance community understanding of its objectives; disseminate basic Women's Health Services and Family Planning Services education, including the benefits of LARC; enlist community support; and recruit potential clients for the HTW Fee-For-Service Program. Through the activities outlined in this proposal, Legacy's Healthy Texas Women Program will directly provide support services that enhance services provided by Legacy to a client under the HTW Fee-for-Service Program.

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

**Legal Business Name of**

**Applicant:**

Legacy Community Health Services, Inc.

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Application Table and Contents and Checklist	<input checked="" type="checkbox"/>	2-3
<b>B</b>	Texas Counties and Regions List Served by Project	<input checked="" type="checkbox"/>	4
<b>C</b>	Contact Person Information	<input checked="" type="checkbox"/>	5
<b>D</b>	DELETED	<input checked="" type="checkbox"/>	NA
<b>E</b>	DELETED	<input checked="" type="checkbox"/>	NA
<b>F</b>	Budget Summary and Details	<input checked="" type="checkbox"/>	6-31
<b>G</b>	Applicant Background	<input checked="" type="checkbox"/>	32
<b>H</b>	Funding Request and Performance Measures	<input checked="" type="checkbox"/>	62
<b>I</b>	Work Plan	<input checked="" type="checkbox"/>	63-144
<b>J</b>	Assessment Narrative	<input checked="" type="checkbox"/>	145-147
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input checked="" type="checkbox"/>	148-157
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input checked="" type="checkbox"/>	148-157
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input checked="" type="checkbox"/>	NA
<b>L</b>	Staff Development Plan	<input checked="" type="checkbox"/>	158-160
<b>L-1</b>	Staff Development Training Calendar	<input checked="" type="checkbox"/>	161
<b>M</b>	Community Education/Program Promotion Plan	<input checked="" type="checkbox"/>	162-164
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input checked="" type="checkbox"/>	165
	<b>Contracting Forms: <u>HHSC Business Opportunities Webpage</u></b> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u>  <a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a> </li> </ul>	<input checked="" type="checkbox"/>	166-194

<b>REQUIRED FORM</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>1</b>	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input checked="" type="checkbox"/>	



**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input checked="" type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			



## FORM C: CONTACT PERSON INFORMATION

**Legal Business Name of Respondent:**

Legacy Community Health Services, Inc.

### Contacts

<b>Billing Contact</b>		<b>Executive Director</b>	
Last Name:	Garcia	Last Name:	Caldwell
First Name:	Melissa	First Name:	Katy
Salutation:	Ms.	Salutation:	Ms.
Title:	V.P. Clinical Business Services	Title:	Executive Director
Email:	Mgarcia@legacycommunityhealth.org	Email:	kcaldwell@legacycommunityhealth.org
Phone:	(832) 548 5077	Phone:	(832) 548 5050

<b>Financial Director</b>		<b>Medical Director</b>	
Last Name:	Glisan	Last Name:	Barnes
First Name:	Ben	First Name:	Ann
Salutation:	Mr.	Salutation:	Dr.
Title:	Chief Financial Officer	Title:	Chief Medical Officer
Email:	bglisan@legacycommunityhealth.org	Email:	Abarnes@legacycommunityhealth.org
Phone:	(832) 548 5053	Phone:	(832) 786 3408

<b>Primary Program Contact</b>		<b>Quality Assurance Contact</b>	
Last Name:	Megdal	Last Name:	Hughes
First Name:	Tina	First Name:	Chris
Salutation:	Ms.	Salutation:	Mr.
Title:	V.P. Grants	Title:	Sr. Director of Quality & EHRS
Email:	tmegdal@legacycommunityhealth.org	Email:	chughes@legacycommunityhealth.org
Phone:	(832) 548 5077	Phone:	(832) 548 5102

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Legacy Community Health Services

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$859,326	\$859,326	
B. Fringe Benefits	\$185,614	\$185,614	
C. Travel	\$3,317	\$3,317	
D. Equipment	\$0		
E. Supplies	\$5,663	\$5,663	
F. Contractual	\$0		
G. Other	\$123,635	\$123,635	
H. Total Direct Costs	\$1,177,555	\$1,177,555	\$0
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$1,177,555	\$1,177,555	\$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$859,326	\$859,326	Fringe Benefits	\$185,614	\$185,614
	Travel	\$3,317	\$3,317	Equipment	\$0	\$0
	Supplies	\$5,663	\$5,663	Contractual	\$0	\$0
	Other	\$123,635	\$123,635	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$1,177,555	Budget Total	\$1,177,555
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List any budget assumptions below:

## FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Legacy Community Health Services

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Quality Registered Nurse (P.)	Y	The RN Quality Analyst utilizes nursing knowledge in assuming primary responsibility for monitoring organizational performance for assigned grants and services and maintains awareness of legislative and regulatory activities related to health care and disseminate information to appropriate parties.	1	RN	\$6,416.67	14	\$89,833
Patient Educator (P.)	Y	Provides professional support through the coordination and delivery of a health education program.	2	N/A	\$3,750.00	14	\$105,000
Community Health Worker (E.)	N	Responsible for outreach and health promotion to adults and families to increase awareness and the need for health prevention.	3	N/A	\$2,833.33	14	\$119,000
Outreach & Eligibility Specialist (P.)	Y	Assists and educates applicants with eligibility determination and enrollment within the Federally-facilitated Health Information Marketplace.	3	N/A	\$3,916.67	14	\$164,500
Eligibility Specialist (P.)	Y	Determines applicant eligibility for third party reimbursement.	2	N/A	\$3,166.67	14	\$88,667
Billing Specialist (P.)	Y	Responsible for correcting, completing and processing claims of all payor codes.	1	N/A	\$3,166.67	14	\$44,333
Contact Center Representative (P.)	Y	Interacts with callers/patients to schedule appointments and provide information.	1	N/A	\$2,346.50	14	\$32,851
Prevention Coordinator (P.)	Y	Identifies and reduces barriers to cancer prevention and care by navigating patients through Legacy and outside providers.	1	N/A	\$2,346.50	14	\$32,851

Revised: 7/6/2009



Registered Dietician (P.)	Y	Prepares patient diet plans based on physician's orders and provides diet instructions and counsel to patients and their families.	2	RD	\$4,750.00	14	\$133,000
BI Analyst (P.)	Y	Responsible for design, development, implementation and support of mission-critical enterprise BI reports. Responsible for gathering requirements to design, develop, test and implement reports and dashboards that utilize the underlying data stores.	0.5	N/A	\$2,708.33	14	\$18,958
Accountant IV (E.)	N	Responsible for a variety of accounting functions and projects. Processes reports and reconciliations as well as research any discrepancies as needed.	0.05	N/A	\$5,416.67	14	\$3,792
Director of Programs (P.)	Y	Provides overall oversight and management of assigned programs/grants within a community-based healthcare organization.	0.05	N/A	\$5,833.33	14	\$4,083
Senior Director of Nursing (E.)	N	Responsible for patient care delivery, nursing and nurse practice throughout the facility/region.	0.05	N/A	\$10,083.33	14	\$7,058
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$15,400
Salary/Wage Total							\$859,326

**FRINGE BENEFITS** Itemize the elements of fringe benefits in the space below:

Employer FICA 7.65%, Texas SUI 1.31%, Worker's Compensation .26%, Health Insurance and 403B Match 12.38%

	Fringe Benefit Rate %	21.60%
	Fringe Benefits Total	\$185,614



# **FORM F-2: TRAVEL Budget Category Detail Form**

Legal Name of Respondent:

Legacy Community Health Services

Conference/Workshop/Travel Costs	Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs
				Days/Employees		
Healthy Texas Women & Family Planning Contractor Training			Austin, TX	2 Days/ 6 Employees	Mileage	\$1,037
					Airfare	\$0
					Meals	\$600
					Lodging	\$1,680
					Other Costs	\$0
					<b>Total</b>	<b>\$3,317</b>
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					<b>Total</b>	<b>\$0</b>
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					<b>Total</b>	<b>\$0</b>
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					<b>Total</b>	<b>\$0</b>
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS						\$0

Revised: 7/6/2009

Total for Conference / Workshop Travel

\$3,317

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$3,317

Total Travel Costs: \$3,317

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

### FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

## Detail Form

**Legal Name of Respondent:**

## Legacy Community Health Services

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

Total Amount Requested for Equipment:

**\$0**

**FORM F-4: SUPPLIES Budget Category Detail Form**

**Legal Name of Respondent:**

## **Legacy Community Health Services**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost
General Office Supplies	General supplies for daily administrative and clerical needs for all staff. Allocated at \$299 per FTE/year.	\$5,038
Medical Supplies	Utilized in the provision of primary health care services. Budgeted at \$6.25 per unduplicated medical patients served.	\$625
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

**Total Amount Requested for Supplies:**

**\$5,663**



**FORM F-5: CONTRACTUAL Budget Category Detail Form**

**Legal Name of Respondent:**

## Legacy Community Health Services

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

**Total Amount Requested for CONTRACTUAL:**

\$0

## FORM F-6: OTHER Budget Category Detail Form

**Legal Name of Respondent:**

## **Legacy Community Health Services**

Description of Item  [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Rent Expense	Rent expense allocated at \$2,970 per FTE/year.	\$50,045
Telephone Expense	Telephone and internet expenses allocated at \$539 per FTE/year.	\$9,082
Utilities Expense	Electricity, natural gas and water expenses allocated at \$242 per FTE/year.	\$4,078
Liability Insurance	Liability insurance allocated at \$188 per FTE/year.	\$3,168
Occupancy/Facility Maintenance Expense	Building maintenance and repair expense allocated at \$719 per FTE/year.	\$12,115
Offsite Storage Costs	Offsite storage costs allocated at \$59 per FTE/year.	\$994
Equipment Maintenance & Repairs	Equipment maintenance, repairs and rental expenses allocated at \$295 per FTE/year.	\$4,971
Postage Costs	Postage expense allocated at \$68 per FTE/year.	\$1,146
Financial Audit Fees	Financial audit fees allocated at \$281 per FTE/year.	\$4,735
Payroll Processing Service	Payroll processing service allocated at \$196 per FTE/year.	\$3,303
Patient Transportation (i.e. bus vouchers, taxi fare)	Patient transportation assistance to appointments.	\$5,000
Marketing Materials	Design, production and promotional items	\$25,000

Total Amount Requested for Other:

**\$123,635**

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Legacy Community Health Services

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:  
BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:  
TYPE:  
BASE:

GO TO PAGE 2 (below)

Revised: 7/6/2009



**Page 2, FORM F - 7 Indirect Costs**

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Revised: 7/6/2009



## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental  
Form F-2 Travel Supplemental  
Form F-3 Equipment Supplemental  
Form F-4 Supplies Supplemental  
Form F-5 Contractual Supplemental  
Form F-6 Other Supplemental

**FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

## **Legacy Community Health Services**

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
Nurse Practitioner (E.)		N	Responsible for administering care to patients under the supervision of physicians.	0.1	NP	\$8,333.33	14	\$11,667
Medical Assistant (E.)		N	Assists providers in all exams and minor office procedures.	0.1	NA	\$2,666.67	14	\$3,733
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
SalaryWage Total								\$15,400

**FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

## Legacy Community Health Services

[illegible]

# **FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

Legacy Community Health Services

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
<b>Conference/Workshop Travel Costs</b>				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009



**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel \$0  
 Other / Local Travel Costs: \$0     
 Conference / Workshop Travel Costs: \$0     
 Total Travel Costs: \$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Legacy Community Health Services

Conference/Workshop/Travel Costs	Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0

### FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Legal Name of Respondent:

## **Legacy Community Health Services**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]**Total Amount Requested for Equipment:**

0\$



## Detail Form (Supplemental)

**Legacy Community Health Services**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

**Total Amount Requested for Equipment:**

05

**FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

**Legacy Community Health Services**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

[illegible]

**Total Amount Requested for Supplies:**

05

## FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:**

## Legacy Community Health Services

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

[illegible]

**Total Amount Requested for Supplies:**

**\$0**

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Legacy Community Health Services

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

\$0



FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Legacy Community Health Services

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

## FORM F-6: OTHER Budget Category Detail Form (Supplemental)

**Legal Name of Respondent:**

## **Legacy Community Health Services**

[illegible]

**Total Amount Requested for Other:**

49

**FORM F-6: OTHER Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

**Legacy Community Health Services**[illegible]

Total Amount Requested for Other:

04

**FORM G: APPLICANT BACKGROUND GUIDELINES****Legal Business Name of****Applicant:**Legacy Community Health Services, Inc.

- 1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.**

The mission of Legacy Community Health Services, Inc. (Legacy) is, "Driving healthy change in our communities." To achieve this mission, the organization is charged with a vision of, "Connecting our communities to health every day, in every way." Legacy's core values include: Health care is a right not a privilege; Devotion to our communities; Leading the Charge; and, Active stewardship of resources. Legacy provides affordable healthcare services through eleven primary health care clinics and eight school-based health centers that serve five distinct areas in Southeast Texas. Legacy clinics provide communities with access to primary care, behavioral and oral healthcare, vision care, social services, health education, and other preventive health services.

Legacy is governed by a 17-member Board of Directors (the Board) (see attached list). The majority of representatives on the Board are consumers of Legacy's healthcare services. Legacy's Board of Directors has representation from the agency's client base, including: 48% male, 52% female; 43% are racial/ethnic minorities; 33% are gay, lesbian, or bisexual; 67% are heterosexual; 5% are HIV positive and 53% are clients of the clinic. The development of all Legacy policies lies with the Board. Additionally, representatives from the executive staff and the Board guide the development and evaluation of services. The Board maintains responsibility for the approval and oversight of the annual operating budget. The Board also authorizes the Executive Director to approve each grant application budget, provided that the grant application budgets do not cumulatively exceed Legacy's annual budget. Additionally, the Board monitors the agency expenditures, including monthly budget-to-actual variances and comparative financial activities in advance of each monthly Board meeting to facilitate their review and preparation for any questions. The Board also oversees and reviews the performance of the Executive Director and determines appropriate salary levels for the Executive Director based on comparative market data. The Board not only assumes fiscal responsibility for expenses, but also assumes active involvement with the revenue side of the budget by raising funds for Legacy. Each Board Member voluntarily makes a personally significant financial contribution to the organization.

The Board has several standing committees, including the Executive Committee, Strategic and Quality Initiatives Committee, Finance Committee and the Development Committee. The Executive Committee is responsible for monitoring compliance with Board policies and all other established Board requirements. The Strategic and Quality Initiatives Committee is responsible for the alignment of strategic decisions with the overall mission and vision of the organization, as well as the review of all quality and performance improvement activities of the organization. The Finance Committee maintains the responsibility of ensuring the fiscal integrity of the organization through the proper allocation of resources necessary to maintain current and future operations. The Development Committee oversees and gives guidance to philanthropic strategies for Legacy, and assists with active engagement in all the fundraising activities of the agency.



**2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.**

Legacy is a private, 501(c)(3) nonprofit, community based organization, recognized as a Federally Qualified Health Center and a United Way agency. Legacy is governed by a 17-member Board of Directors, which hold monthly meetings. Overall, the Board is comprised of members from a range of backgrounds, including special populations and a diverse range of professional backgrounds, including legal, banking, public relations, social services, accounting, engineering, corporate executives and architecture. The Board of Directors operates under a committee system. Each Board member is required to hold a position and actively participate on at least one committee. The Board hires and regularly evaluates the Executive Director, who is responsible for the overall management of the agency. In addition to the Board of Directors, Legacy maintains Community Advisory Councils (CACs) made up of service consumers and community stakeholders from each service area. Legacy utilizes CACs to ensure that crucial client input is taken into consideration when it determines appropriateness and quality of services and developing procedures.

Legacy utilizes a matrix management organizational structure (see Form F). The matrix structure facilitates team-based staff integration among all levels of the organizational structure. Legacy's Executive Director reports to the Board of Directors. Legacy's various Chiefs report to the Executive Director, with Vice Presidents level leadership reporting to respective Chief Officers. This pattern continues through middle management all the way down to junior staff. Legacy's key staff includes the organization's executive leadership team, comprised of the Executive Director, Chief Medical Officer, Chief Financial Officer, Chief Strategy Officer, and Chief Development Officer. Each of these individuals maintain responsibility for the management and oversight of key departments within the organization, including: Information Technology, Accounting, Clinical Business Services, Program Development, Project Management, Public Health Services, Clinical Operations, Eligibility Services, Human Resources, Quality Assurance, Marketing and Communications, and Fund Development.

Legacy utilizes Centricity, an Electronic Health Record (EHR) and Patient Management System at all clinic sites. This system seamlessly integrates systematic workflows to improve the delivery of health services, improve provider coding, and integrate clinical business functions to maximize the delivery and quality of care. In addition to the integrated EHR and patient management system, Legacy utilizes an industry standard accounting program (Abila Fund Accounting - MIP) to track all allowable costs in accordance with Generally Accepted Accounting Principles (GAAP) and cost principles and federal circulars established by the Office of Management and Budget (OMB). Abila Fund Accounting is designed specifically for non-profit entities, allowing tracking of revenues and expenditures by funding classification and source. All information technology systems (IT) are managed by the Vice President of IT and his staff, who collectively have over 50 years of IT experience, many holding advanced degrees and certifications in information technology. At weekly leadership team meetings, the core leadership staff completes a detailed review of the organization's financial reports, ensuring fiscal controls are implemented to maintain long-term financial viability and sound financial practices. Combined, Legacy's current operations and support systems allow the organization to operate in an effective and efficient manner to meet patient growth in new services and service access points, while maintaining a viable core for long-term sustainability.

**3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.**

Please find the resumes/curriculum vitae for Ms. Katy Caldwell, Executive Director; Mr. Ben Glisan, Chief Financial Officer; Anne Barnes, MD MPH, Chief Medical Officer; Dr. Patricia Hayes, Medical Director Adult Medicine; Dr. Vian Nguyen, Medical Director Ob/Gyn; Ms. Tina Megdal, Vice President of Program Development. Ms. Megdal will serve as the Program Director for Legacy's Healthy Texas Women program until the Director of Programs – State Funded is filled.

**4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).**

Legacy has provided comprehensive Women's Health Services, including family planning, to all women regardless of their ability to pay since 1994. Legacy has been funded by the State of Texas (through DSHS) to provide Family Planning Services since 2005, including Healthy Texas Women Services. These services include birth control counseling and provision, natural family planning, abstinence counseling, pregnancy testing, Pap tests for cervical cancer, screening and treatment of sexually transmitted infections, pre-conception counseling, nutritional counseling, and infertility counseling. These services are provided at routine annual exams as well as acute visits when indicated. Condoms are made available at all visits, and prescription birth control is provided onsite through Legacy Class D pharmacies or through co-located Walgreens pharmacies. Methods of birth control include all reliable methods from condoms to sterilizations, depending on what is most appropriate for the patient. All Women's Health and Family Planning services are provided through Legacy's established Patient Centered Medical Home (PCMH) model of care. Legacy has maintained the highest level of PCMH certification since 2013, both at the corporate level and clinical level. This model combines the patient and various aspects of Legacy's continuum of care (primary care, behavioral health, oral health, social support, etc.) into a team oriented around meeting the diverse health needs of men and women alike.

Legacy's services are provided by medical doctors, nurse practitioners, nurses, and medical assistants who each maintain appropriate licensure and credentials per their responsibility. Administratively, Legacy's provision of Women's Health Services and Family Planning Services are both under the guidance of Dr. Anne Barnes, MPH. Dr. Barnes presides over both services in her role of Chief Medical Officer. Dr. Barnes delegates leadership and oversight responsibilities for both service lines to the team of Dr. Patricia Hayes, Medical Director of Adult Medicine and Dr. Vian Nguyen, Medical Director of Ob/Gyn.

**5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (maximum of 4 pages).**

For over thirty-five years, Legacy has been a community leader in meeting the needs of the medically underserved and indigent. Throughout its history, Legacy has evolved from a small neighborhood Sexually Transmitted Disease clinic to a full-service Federally Qualified Health Center (FQHC) focused on providing comprehensive high quality primary care and preventive medicine to include health screenings, health diagnostics, disease treatment services, and

## **Katy Caldwell**

kcaldwell@legacycommunityhealth.org

### **Experience**

#### **Executive Director**

1996- Present, Legacy Community Health Services, Houston TX

- Supervise all operations of the Clinic within the bounds of the Personnel Policies, Annual Plan and Job Descriptions. Fill all staff positions approved by the Board. Responsible for disciplinary action with any staff member when their performance is outside of those boundaries.
- Supervise and evaluate the performance of Department Directors as outlined in the personnel policies, program guidelines and job descriptions. Communicate and interpret Clinic policies and procedures as new policies are developed and questions occur.
- Responsible for all leave and travel approval.
- Review personnel, administrative and clinical policies and procedures annually. Coordinate the development of new and refinement of current policies and procedures.
- Prepare annual plan for program development by November 1 with Department Directors and present it to the Board with the annual budget. Supervise the implementation of the plan and report to the Board on the progress of the goals and objectives.
- Hold weekly meetings with the Department Directors, biweekly senior staff meetings and monthly general staff meetings.
- Supervise and coordinate all grant proposals for new and renewal grants with assistance from Community Services Director, Marketing and Development Director and other appropriate Department Directors.
- Supervise all fundraising and development activities. Coordinate these activities with the Development committee of the Board.
- Act as property manager for the Board. Supervise arrangements for all repairs and improvements to equipment and facilities.
- Report directly to the Executive Committee of the Board.
- Report to the Board the activities, statistics, management and finances of the Clinic.
- Attend monthly Executive Committee meetings and Board Meetings and other Board Committee Meetings as needed. Act as an advisor to the Board in financial, management and program issues.

#### **Managing Partner**

1995-1996, Quantum Consultants, Houston TX

#### **Treasurer**

1991-1994, Harris County, Houston TX

### **Education**

#### **University of Houston**

Houston, TX

- Bachelor of Science- Biology



**Ben Glisan**

[bglisan@legacycommunityhealth.org](mailto:bglisan@legacycommunityhealth.org)

## **Experience**

### **Chief Financial Officer**

2011 – Present, Legacy Community Health Services, Houston TX

- Supervise all financial activities of the Clinic
- Responsible for the overall development of annual budget
- Responsible for banking relationships

### **Managing Director/Owner**

2002 – Present, Pinyon Advisors, Houston TX

- Acquire and managed a portfolio of distressed debt
- Develop hospitality and multi-family real estate projects
- Supervise construction of owned properties
- Provide financial consulting services to small to medium sized businesses

### **Managing Director/Treasurer**

1997-2002, Enron Corp, Houston TX

- Supervised 120 finance professionals globally
- Responsible for all global debt issuances
- Responsible for daily cash management

### **Manager**

1995-1997, Arthur Andersen, Houston TX

- Provided transaction consulting to large Multi-National Corporations

### **Manager**

1992-1995, Coopers & Lybrand, Dallas TX

- Provided transaction consulting and audit services to financial institutions

### **Assistant Vice President**

1988-1990, Bank One, Austin TX

- Responsible for a portfolio of loans and assisted in the acquisition of banks in Central Texas

## **Education**

### **The University of Texas at Austin**

Austin, TX

- Master of Business Administration
- Bachelor of Business Administration



**ANN SMITH BARNES, MD, MPH****Personal**

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Houston, TX 77006  
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[abarnes@legacycommunityhealth.org](mailto:abarnes@legacycommunityhealth.org)

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**Education****University of Texas School of Public Health**

Houston, TX: 2009, Masters in Public Health, Health Promotion and Education

**Harvard Medical School**

Boston, MA: 1996, M.D.

**Yale College**

New Haven, CT: 1991, B.S. in Psychobiology (*cum laude*)

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**Professional Experience****Chief Medical Officer, Legacy Community Health Services (Houston, TX) July 2014 – present**

Executive physician of a large Federally Qualified Health Center. Responsible for the oversight of Public Health services (community outreach, linkage to care, patient education) as well as clinical services and care quality in Adult Medicine, Pediatrics, Ob/Gyn, Behavioral Health, Dentistry, and Vision in multiple clinical sites in Houston, Baytown, and Beaumont, TX.

**Medical Director of Weight Management Services and Disease Prevention, Harris Health System (Harris County, TX) August 2008 – June 2014**

Administrative clinician leader focused on equipping the public healthcare system to identify and manage excess weight and to prevent disease among patients served.

**Accomplishments:**

- Partnered with multi-disciplinary leaders throughout the health system to identify and inventory existing health system resources and to promote healthy eating, physical activity, and weight management for patients
- Worked with Information Technology team to create the infrastructure necessary for providers to easily connect patients with existing internal resources for weight management
- Quantified the number of patients with excess weight and the rates at which at risk patients were connected to weight management services within the healthcare system
- Developed practice recommendations with ambulatory provider team to identify and manage excess weight in patients based on national standards and the data above

- Increased organizational capacity to meet current national requirements (meaningful use and HEDIS) for the identification and management of overweight and obesity among adult and pediatric patients
- Identified and convened aligned community partners for joint health promotion activities
  - Helped to create Healthy Harvest clinic-based farmer's markets which received the 2012 Gage Award for Harris County Hospital District from the National Association of Public Hospitals and Health Systems
  - Helped to create a collaboration between Harris County Hospital District and the YMCA of Houston to provide Diabetes Prevention Program services to patients diagnosed with pre-diabetes
- Collaborated with research partners to bring resources to Harris County Hospital District for the purpose of understanding best practices for health promotion in populations served by public healthcare systems

**Medical Director, Adult Weight Management Clinic, Harris Health System (Harris County, TX) 2001 – present**

Founder and clinical director of a multi-disciplinary clinic developed to support and coach patients through weight loss and weight management to improve their health

- Convened and engaged health promotion services and nutrition services in a multi-faceted, one-stop clinical experience to help patients with weight control
- Successfully assisted patients with weight loss and improvements in chronic diseases
- Partnered with pharmacy services to implement an evidence based-strategy (partial meal replacements) to assist patients with weight control

**Associate Professor, Internal Medicine, Baylor College of Medicine (Houston, TX) 2013 – present** (Instructor 1999-2001, Assistant Professor 2001-2013)

Clinician and educator within Harris Health System committed to the delivery of excellent and respectful care of patients and the training of physicians and medical students. Researcher at Baylor College of Medicine interested in weight loss maintenance in African American adults

- Gained 14 years of clinical experience in primary care and in-patient medicine in the care of low-income and ethnic minority populations
- Maintained proficiency in medical Spanish through the care of Spanish-speaking only patients
- Gained 14 years of experience in both didactic and clinical education in the field of medicine
- Received NIH Career Development award funding and gained 10 years of experience in epidemiological research and analysis

**Intern and Resident, Internal Medicine/Primary Care, Brigham and Women's Hospital (Boston, MA) 1996-1999**

Trainee in internal medicine and primary care focused on learning best-practices of patient care, leadership in medicine, and tenets of being an excellent educator

**Adjunct Faculty, Department of Sociology, Rice University (Houston, TX) 2012 – present**

Co-faculty (Spring 2012)/Faculty (Spring 2014) for undergraduate medical sociology course designed to explore the sociology of medicine, the healthcare system, and the social determinants of health

- Gained experience as an undergraduate educator and mentor for pre-medical students
- Gained deeper understanding of the social influences (culture, race, and economics) that affect health, especially in vulnerable populations

#### Professional Credentials

- Board Certified, American Board of Internal Medicine: 1999, recertification 2009
- Licensed Physician, Texas Medical Board, 1999 - present
- DPS and DEA certified, 1999 - present

#### Honors and Awards

- **YWCA 2016 Outstanding Woman in Healthcare.** Awards Luncheon scheduled for May 19, 2016.
- **Health Advocacy Award.** Presented by Doctors for Change, Houston, TX. Acknowledged for bringing produce markets to community health centers and for participating in county-wide efforts to prevent and reduce childhood obesity. December 6, 2013.
- **Fulbright and Jaworski Faculty Excellence Award** in Teaching and Evaluation. April 12, 2013
- **Most Valuable Player** award recipient for February 2013. Presented by the Senior Vice President of Ambulatory Care Services at Harris Health System (Harris County Hospital District) for work on healthy living resources and obesity care throughout the health system
- **Innovation Champion** designation January 2013. Presented by Harris Health System Department of Innovation for idea to create clinic-based farmer's markets to improve patient, staff, and community health
- **ServiceFIRST Hero** award by Harris Health System for exceptional service. Nomination letter submitted by a patient, November 12, 2012
- **Gage Award** recipient along with Harris County Hospital District for Healthy Harvest Clinic-based Farmer's Market program. Presented by the National Association of Public Hospitals, June 2012
- **D.A.V.E (Dedicated Academician who Values Excellence)** award recipient for 2011. Presented by the Section of General Internal Medicine at Ben Taub General Hospital, Houston, TX
- Fellow, **American Leadership Forum/Houston-Gulf Coast Chapter, Class XXIX, 2011-12**
- Finalist for the Houston Business Journal's "2010 Health Care Heroes" Award in Service Philanthropy. May 19, 2010
- **"Pioneer in the Community"** award recipient. Presented by the Knights of St. Peter Claver and the Ladies' Auxillary of Our Mother of Perpetual Help/St. Benedict DeMoor Council and Court No. 72, Houston, TX. March 7, 2009
- Award recipient of Rotary International Group Study Exchange program to France. Month-long vocational and cultural exchange, March 2008



- Profiled in nationally distributed Aetna African American History Calendar (February). *A healthful life approach: African Americans addressing obesity* ([http://www.aetna.com/diversity/aahcalendar/2007/profiles\\_feb.html](http://www.aetna.com/diversity/aahcalendar/2007/profiles_feb.html)). 2007
- National Medical Association Merit Scholarship in recognition of outstanding academic achievement, leadership, community involvement and distinguished contributions to medicine, 1995
- **Benjamin Silliman Cup** for the senior making the most contributions to Silliman College of Yale University, 1991
- **William F. Bellamy, Jr. Award** for a junior of outstanding character at Yale University, 1990

### Special Skills

Proficiency in medical and conversational Spanish.

### Professional Committees and Service Activities

- National Organizations
  - American Medical Association Medical Education Workgroup on Obesity 2010-2012
  - American Medical Association Obesity Advocacy Workgroup 2010-present
- College-wide Committees, Baylor College of Medicine
  - Baylor College of Medicine Diversity Council, 2005-present
  - Affirmative Action Committee, 2004-present
- Department of Medicine Committees, Baylor College of Medicine
  - Medical Student Core Medicine Evaluation Committee, 2000-2010
  - Intern Selection Committee, 2000-2002
  - Ambulatory Care Committee, 2000-2004
  - Primary Care Committee, 2002-2007
- Committee and Workgroup service, Harris Health System (Harris County Hospital District)
  - Patient Centered Medical Home workgroup. Responsible for building Obesity management platform for adults and children, 2012-present
  - Project Owner for DSRIP/1115 Waiver project on prescribing health eating (produce), 2012-present
  - Project Owner for DSRIP/1115 Waiver project on expansion of clinical obesity services throughout Harris Health System, 2012
  - Project Manager for Harris Health/YMCA Diabetes Prevention Program collaboration, 2011-present
  - Founder and Chair, Weight Management Initiative. Multi-disciplinary committee formed to assess and create a standard of care for weight management across the life-span in patients served by Harris Health System, 2006-2012
  - Health Resources and Services Administration, Patient Safety and Clinical Pharmacy Services Collaborative. Collaborative with pharmacy clinical services at Harris County Hospital District to develop and implement health promotion



services for high risk patients through clinical pharmacy providers, National, 2009

- Patient and Family Education Committee. Responsible for reviewing all informational and education literature that is given to patients and their families, 2000-2004
- Education of Patients and Family Function Documentation. Responsible for ensuring HCHD met standards for JCAHO, 2000-2004

### Community Boards, Committees, and Service

- Advisory Board, Kinder Institute, Rice University, Houston, TX 2016
- Executive Committee, Early Matters, Greater Houston Partnership, Houston, TX 2015-present
  - Co-chair, Health Systems Workgroup 2015-present
- Executive Committee, Health Policy Institute, Texas Medical Center, Houston, TX, 2015-present (stipend paid)
- Advisory Board, Center for Community-Engaged Translational Research, University of Texas, MD Anderson, Houston, TX, 2015-present
- Board member, YMCA Houston Association, Houston, TX 2015-present
  - Healthy Living Committee, member 2015-present
- Health Equity Leadership Committee, American Heart Association, Houston, TX, 2014-2015
- Board Member, Ardmore Institute of Health, National, 2013-present
  - Human Resources Committee member, 2014; chair 2015-present
- Executive Committee and Steering Committee, Health Living Matters (Houston/Harris County Childhood Obesity Collaborative), Houston, TX, 2011-present
  - Chair, Executive Committee, 2012-2016, Member at Large, 2016
  - Steering Committee member, 2012-present
  - Community Forum Task Force member, 2013
- Community Advisory Committee, Texas Childhood Obesity Demonstration Project, Houston and Austin, TX 2012-2014
- Board Member, Weekley Family YMCA, Houston, TX 2011-2014
  - Youth Wellness Committee, 2011-2014
- Board Member, Communities in Schools, Houston, TX 2000-present
  - Health Services Committee Chair, 2001-present
  - Program Committee member, 2000-2001

### Publications

#### Journals

- Barnes AS. Overweight and Obesity: Different Risk and Different Management. **Texas Heart Institute Journal.** Vol 42(3), Jun 2015: 237-8.
- Taylor WC, Kimbro RT, Evans-Hudnall G, McNeill LH, Barnes AS. Sedentary Behavior, Body Mass Index, and Weight Loss Maintenance Among African American Women. **Ethnicity & Disease.** Vol 25, Winter 2015: 38-45.
- Barnes AS. Emerging Modifiable Risk Factors for Cardiovascular Disease in Women: Obesity, Physical Activity, and Sedentary Behavior. **Texas Heart Institute Journal.** Vol 40 (3), June 2013: 293-5.

- Barnes AS, Kimbro RT. Descriptive Study of Educated African American Women Successful at Weight-Loss Maintenance through Lifestyle Changes. **Journal of General Internal Medicine.** Vol 27 (10), Oct 2012: 1272-9.
- Milton J, Barnes AS, Ndefo U, Erowele G. Pharmacist-managed weight-loss program using meal-replacement product. **American Journal of Health-System Pharmacy.** Vol 69, Sept 2012: 224-7.
- Barnes AS. Obesity and Sedentary Lifestyles: Risk for Cardiovascular Disease in Women. **Texas Heart Institute Journal.** Vol 39 (2), April 2012: 224-7.
- Barnes AS. The Epidemic of Obesity and Diabetes: Trends and Treatment. **Texas Heart Institute Journal.** Vol 38 (2), April 2011: 142-4.
- Barnes AS, Goodrick GK, Pavlik V, et al. Weight Loss Maintenance in African-American Women: Focus Group Results and Questionnaire Development. **Journal of General Internal Medicine.** Vol 22 (7), July 2007: 915-22.
- Hwang KO, Farheen K, Johnson CW, Thomas EJ, Barnes AS, Bernstam EV. Quality of Weight Loss Advice on Internet Forums. **American Journal of Medicine.** Vol 120 (7), July 2007: 604-9.

#### Book Chapters

- Barnes AS, Rogers M, Tran C-T. Obesity as a Clinical and Social Problem. **Medical Management of Vulnerable and Underserved Patients: Principles, Practice and Populations.** Eds. M Wheeler, T King, A Fernandez, D Schillinger, T Vilella, A Bindman, and K Grumbach. New York, McGraw-Hill: 2007, Chapter 31, pp 319-30.
- Deutch AY, Smith AC, Goldstein M. 3-Acetylpyridine-induced toxicity of the nigrostriatal system: delayed degeneration of the dopamine neurons. **Progress in Parkinson's Disease Research.** Eds. F Hafti and WJ Weiner. Kisco, NY, Futura Publishing Co., Inc.: 1992, Chapter 20, pp 325-45.

#### Abstracts

- Barnes AS, Kimbro RT. Descriptive Study of African American Men Successful at Long-term Weight Loss Maintenance. **Journal of General Internal Medicine.** Expected in supplement 2013.
- Barnes AS. Prescribing Pedometers in a Safety-Net Health System: Pilot and Feasibility Study Results. **Journal of General Internal Medicine.** Expected in supplement 2013.
- Barnes AS, Kimbro RT. Initial Weight Loss in African American Adults Successful at Long-term weight loss maintenance: Preliminary Results from the African American Weight Control Registry. **Journal of General Internal Medicine.** Vol 26 (S1), 2011: p 351.
- Barnes AS, Goodrick GK, Pavlik V, et al. A Pilot Study Using Partial Meal Replacement for Weight Loss in Low-income Patients. **Journal of General Internal Medicine.** Vol 24 (S1), 2009: p 7.
- Hwang KO, Farheen K, Johnson CW, Thomas EJ, Barnes AS, Bernstam EV. Quality of Weight Loss Advice on Internet Forums. **Journal of General Internal Medicine.** Vol 22 (S1), 2007: p 30.
- Barnes AS, Goodrick GK, Pavlik V, et al. Weight Loss Maintenance in African-American Women: Focus Group Results and Questionnaire Development. **Journal of General Internal Medicine.** Vol 22 (S1), 2007: p 112

#### Research Experience



- African Americans Successful at Long-term Weight Loss Maintenance. Principal Investigator, Career Development Award, NIH/NIDDK DK064898 2003-2008, \$720,000 (75% salary support)
- Evaluation of Partial Meal Replacement Program. Principal Investigator, Harris Health System, unfunded, 2012-present, unfunded
- Evaluation of Clinic-based Farmer's Market. Principal Investigator, 2012, unfunded
- RxHealth Pedometer Feasibility Study. Principal Investigator, 2009-2012, Harris County Hospital District Foundation, \$5000
- AHRQ Eisenberg Center Grant. Obesity content expert, 2008-present, \$6.8 million
- Partial Meal Replacement Pilot Study. Co-Investigator, 2005, unfunded
- Minority Supplement Award to Lifestyle Adherence in High CVD Risk African Americans. Supplement awardee, NIH/NHLBI HL69397 2002-2003, \$68,000
- Depression and Dementia in Community Dwelling Elderly Referred to Adult Protective Services. Research Assistant, 1999, unfunded

## Teaching Experience

### Leadership

- Co-director of the Baylor College of Medicine **11<sup>th</sup> Annual Optimal Management of the Adult Medicine patient**, September 27-29<sup>th</sup>, 2007.
- Co-director of the Baylor College of Medicine **10<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient**, September 28 to October 1, 2006.
- Co-director of the Baylor College of Medicine **9<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient**, Originally schedule for September 22, 2005 (cancelled secondary to hurricane Rita)
- Co-coordinator of the Obesity Symposium for the **8<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient**, September 30 to October 2, 2004.

### Lectures (Invited)

- National:
  - *Weight and Weight Loss in Women*. Invited speaker at the National Women's Health Summit annual meeting. Discussed weight management in women. April 2015, Washington, DC
  - *Descriptive Study of African American Men Successful at Long-term Weight Loss Maintenance*. Oral abstract presentation at Society of General Internal Medicine Annual Meeting. April 27, 2013, Denver, CO
  - *Healthy Harvest*. Invited speaker at the National Association of Public Hospitals and Health Systems annual meeting. Discussed the role of clinic-based farmer's markets in population health. June 2012, San Francisco, CA
  - *Body Mass Index: PI CME*. Invited speaker for American Medical Association web-based CME program addressing obesity care in clinical practice. December 2011
  - *Obesity: Risk Factor or Disease?* Invited presenter at the National Association of Black Cardiologists annual meeting. Reviewed the evidence regarding the influence of obesity on cardiovascular risk. April 2, 2011, New Orleans, LA
- Regional:

- *Overweight vs Obesity: Different Conditions Worth Different Management.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. December 2014
- *Obesity and Sedentary Lifestyle: Behind the Desk, On the Couch, Sedentary is the new Obese.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. November 2012
- *Obesity and Sedentary Lifestyle: Cardiovascular Disease in Women.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. October 2011
- *The Epidemic of Obesity and Diabetes: Trends and Treatments.* Invited speaker at the Cardiovascular Disease in Women Conference at Texas Heart Institute, St. Luke's Hospital, Houston, TX. September 2010
- *We Will All Be Patients Someday.* Invited speaker at PRIMED meeting in Houston, TX. March 2009
- *Alli or Foe? Slim Fast or Slow? The Skinny on Outpatient Weight Management.* Invited speaker at the Baylor College of Medicine 11<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2007
- *Management of Overweight and Obesity Workshop.* Invited speaker at the Baylor College of Medicine 10<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2006
- *Management of Overweight and Obesity Workshop.* Invited speaker at the Baylor College of Medicine 8<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2004
- *Management of Overweight and Obesity Workshop.* Invited speaker at the Baylor College of Medicine 7<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2003
- *Obesity Treatment and Prevention: Management of Overweight and Obesity.* Invited speaker at the Baylor College of Medicine 5<sup>th</sup> Annual Optimal Management of the Adult Medicine Patient CME Course. Houston, TX. September 2001

#### **Professional Presentations**

- International:
  - *Grant Writing for the Novice.* Workshop co-facilitator. 30<sup>th</sup> annual Society of General Internal Medicine Meeting, Toronto, Canada. April 2007
- National:
  - *Eliminating Disparities in Diabetes and Cardiovascular Disease: Community-Based Physician Leadership.* Invited presentation to the American Medical Association's Commission to End Healthcare Disparities fall meeting, Chicago, Illinois, October 2013
  - *Changing the Paradigm: Using and Asset Model to Promote Health Equity.* Workshop at Annual Society of General Internal Medicine Meeting, Miami, Florida, May 2009
  - *Weight Management in the Office: A Practical Approach to Treating Obesity in the Office.* Pre-course at Annual Society of General Internal Medicine Meeting, New Orleans, LA, May 2005



- Regional:
  - *Management of Overweight and Obesity*. Workshop at the Annual Southern Society of General Internal Medicine Meeting, New Orleans, LA, February 2004
- Local
  - *We Will All Be Patients Someday*. APEX Course for all 4<sup>th</sup> year Baylor medical students, 2009, 2010, 2011, 2012, 2013, 2014, 2015
  - *Preventive Cardiology Forum XXIII*. Facilitator and panel discussant at University of Texas School of Medicine. Houston, TX February 2013
  - *Getting on the Same Page: Addressing Obesity through Policy and Practice*. Grand Rounds for the Department of Ob/Gyn at Baylor College of Medicine. Houston, TX. April 2011
  - *Obesity Management: The Evidence*. Grand Rounds for the Department of Family and Community Medicine at Baylor College of Medicine. Houston, TX. March 2011
  - *So Now Let's Talk About "Health" Reform: The Prevention and Treatment of Obesity*. Grand Rounds for the Department of Family and Community Medicine at Baylor college of Medicine. Houston, TX. April 2010
  - *Harris County Hospital District Weight Management Services*. Community Health Worker Training Program presentation. Houston, TX, September 2009
  - *Delivering Bad News*. Patient, Physician, and Society 3 course for 3<sup>rd</sup> year Baylor medical students. 2009
  - *Physician as Patient*. Grand Rounds for the Department of Medicine at Baylor College of Medicine. Houston, TX. July 2008
  - *Weight Management*. Workshop for the Department of Health Promotion Services, Harris County Hospital District. Houston, TX, October 2007
  - *Curbing the Epidemic of Obesity*. Presentation for Clinical Nursing Practice Update 2003: Maximizing Outcomes for the Medical-Surgical Patient. Harris County Hospital District Department of Nursing. Houston, TX, April 2003

#### **Community presentations**

- *The Impact of Health Related Behaviors: Individuals and Choices*. Invited by the Harris County Healthcare Alliance to their monthly lunch series to discuss how policies and environments influence an individual's ability to adopt healthy behaviors. Harris County, TX, April 10, 2015
- *Healthy Living Matters Summit*. Facilitator for commitment to action portions of the Summit evening reception and the main Summit activity aimed to mobilize community stakeholders to support policies that prevent and improve childhood obesity in Harris County, TX, January 29-30, 2014
- *Food Access, the Built Environment, and Childhood Obesity*. Invited presentation about the connection between food access, the built environment, childhood obesity and the role of policy in creating healthy environments. City of Houston, Community Transformation Initiative, Leadership Summit III, April 23, 2013
- *Policy: A Piece of the Childhood Obesity Puzzle*. Invited presentation on behalf of Healthy Living Matters about the role of policy in the management of childhood obesity in Harris County. Kinder Institute, Rice University, February 2013

- *Getting on the Same Page: Addressing Obesity.* Invited lecture for local non-profit, Doctors for Change. Discussed community and policy targets for obesity prevention and management. Catholic Charities, Houston, TX, February 2011
- *Christianity, Diet, Health, and Disease.* Invited presentation about faith, diet, health, and disease. City of Refuge Church, Houston, TX, February 2010
- *Screening for Chronic Diseases: What You Don't Know Can Kill You.* Invited presenter in break-out session the Houston Wellness Association's Obesity Summit, George R Brown Convention Center, Houston, TX, January 2010
- *Healthy Choices for a Healthy Life.* Invited speaker for 5 groups of 100 tenth grade girls. Discussed the impact of health choices on achieving life goals. Klein Forest High School, Houston, TX, October 2008 and 2009
- *Smart Steps to Health.* Invited speaker for Acres Home Clinic Tea Ladies group. Discussed healthy eating. Acres Home Clinic, Houston, TX, September 2009
- *Healthy Eating for a Healthy Life.* Invited presenter (with dietitian and health educator) for rotating small groups of Harris County employees of Commissioner El Franco Lee's office, Houston, TX, September 2009
- *Healthy Eating for a Healthy Life.* Invited lecture for 200 Harris County Employees. Harris County (El Franco Lee) Gym. Houston, TX, Spring 2009
- *Know Your Numbers.* Invited speaker for a group of non-medical men and women (WINGS Friendship Circle) at City of Refuge Church, Houston, TX, July 2008
- *Health Careers.* Invited lunch-time speaker for 13 recent high school graduates from ethnic minority communities participating in summer internship program through Communities in Schools Houston, TX, June 2008
- *Achieving a Healthy Weight.* Invited speaker for 5 groups of 100 tenth grade girls. Discussed the impact of health choices on achieving life goals. Klein Forest High School, Houston, TX, September 2007
- *Know Your Numbers.* Invited speaker for a group of adult church members at Our Mother of Mercy Catholic Church covering high blood pressure, cholesterol, diabetes, body mass index, and smoking cessation. Houston, TX, August 2007
- *Primary Care for Women, Stress and Your Health, and Benefits of Exercise.* Invited speaker for a group of non-medical men and women (WINGS Friendship Circle) at city of Refuge Church. Houston, TX, June 2007
- *Managing Your Weight.* Presentation given to a group of non-medical men and women during a health fair at Our Mother of Mercy Catholic Church. Houston, TX, April 2007
- *Looking Good and Feeling Good: Taking Charge of Your Health.* Presentation given to a group of 150 adults during an organization retreat for Communities in Schools. Topics included leading causes of death, exercise, smoking cessation, nutrition, stress management. Houston, TX, August 2002
- *Breast Health.* Invited speaker for a group of non-medical women during a Breast Cancer Awareness meeting at St. Stephen Baptist Church. Houston, TX October 2001
- *Health Issues for Women.* Presentation given to a group of non-medical women during an organizational retreat for Communities in Schools. Topics covered included leading causes of death in women and ways to prevent them, obesity, exercise, smoking cessation, nutrition and hormone replacement therapy. Houston, TX, August 2001
- Invited keynote speaker for high school students completing a summer employment program through Communities in Schools. Houston, TX, August 2000.

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ANN SMITH BARNES, MD 3401 SOUTHMORE BLVD HOUSTON TX 77004-6330	
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# Patricia Melo Hayes, MD

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## Contact Information

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Houston, Texas 77025  
832-746-5683  
pmhayes2@sbcglobal.net

## Education

Medical Degree 2005 – 2009  
The University of Texas Medical School- Houston  
Houston, Texas

Bachelor of Science, Biology, Pre-Medicine 2000 – 2004  
St. Edwards University, Austin, Texas  
*University's Honors Program Graduate*

## Postgraduate Training

Internship and Residency 2009 – present  
Internal Medicine and Pediatrics  
Baylor College of Medicine, Houston, Texas

## Licensure and Board Certification

Board Eligible, Internal Medicine and Pediatrics Licensure expected in 2013

## Professional Memberships

American Academy of Pediatrics 2009 – present  
National Internal Medicine and Pediatrics Residents' Association 2009 – present  
American College of Physicians 2009 – present

## Leadership Experience

Chapter President 2006 – 2007  
Texas Medical Association  
The University of Texas Medical School  
Houston, Texas

*Managed organization of over 600 medical students. Planned conference and community health fairs, organized student programming on medical topics such as cultural diversity, developed business of medicine lecture series.*

Retreat Transportation and Activity Chair 2006  
The University of Texas Medical School  
Houston, Texas

*Organized transportation for 200 individuals, ensuring timely departure and arrival. Organized food, beverage, and entertainment for members of new medical class to help them build long lasting relationships.*

Team Captain Women's Soccer Team 2003 – 2004  
St. Edwards University  
Austin, Texas



## Teaching and Advisory Experience

Physical Diagnosis (PPS3) Course Instructor Baylor College of Medicine Houston, Texas	2011 – present
Student Advisor <i>Master advisor group for first-year medical students.</i>	2006 – 2007
Campus Interview Liaison The University of Texas Medical School, Houston, Texas <i>Shared information about the university and provided housing for potential students, hosted social events, served as student panel member and discussion coordinator during interview lunches.</i>	2005 – present

## Research and Further Education

Houston Geriatric Education Center <i>Completed education related to elder abuse, mistreatment, and financial exploitation. Participated in interdisciplinary student team competition comprised of students from various health profession schools, including school of pharmacy, nursing, dentistry, physical therapy and social work.</i>	2008
Research in Infectious Disease The University of Texas, Houston School of Medicine Cuernavaca, Mexico <i>Researched genetic susceptibility to diarrhea in travelers to Mexico under supervision of Drs. and professors Pablo Okhuysen and Herbert Dupont.</i>	2006

## Presentations and Publications

- Hayes P. Abnormal presentation of a subdural abscess. Presented at monthly city-wide Infectious Disease Conference, Houston, Texas. 2011.
- Hayes P. Elder abuse: an interdisciplinary team approach. Presented at Houston Geriatric Education Council Interdisciplinary Team Competition. Houston, Texas. 2008.
- Mohamed J, DuPont H, Belkind J, Hayes P, et al. A novel single-nucleotide polymorphism in the lactoferrin gene is associated with susceptibility to diarrhea in North American travelers to Mexico. *Clin Infect Dis*. 2007 Apr;44(7):945-952. Epub: 2007 Feb 20.

## Abstracts

Activity dependent neuromodulation, a putative mechanism for dopamine mediated reward processes in the hippocampus. Research in Neurobiology and Anatomy, The University of Texas, Houston School of Medicine, Houston, Texas. Under supervision of Dr. John Byrne, Professor. 2004 – 2006.

## Service and Mentorship Experience

Advocacy, Education, Intervention, Outreach, Utilization (AEIOU) Internal Medicine and Pediatrics Clinic Baylor College of Medicine Houston, Texas <i>Advocacy and quality improvement project.</i>	2010 – present
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### Service and Mentorship Experience, cont'd

Project Organizer, Annual Health Fairs  
 Harris County Hospital District/Martin Luther King Community Health Center  
 Internal Medicine and Pediatrics Clinic, Baylor College of Medicine  
 Houston, Texas  
 2010 – present

American Medical Women's Association/Texas Medical Association Health Fair  
 Houston, Texas  
 2006  
*Helped plan and participated in large city wide event. Distributed over-the-counter medications and nutritional information. Checked blood pressure and blood glucose. Provided eye screenings and free immunizations.*

Service Project Volunteer, Class of 2009  
 2006  
*Helped coordinate and execute project with more than 50 volunteers from the medical school and members of the community. Helped repaint and landscape a disabled woman's home.*

### Committee Experience

Nominations Committee  
 American Academy of Pediatrics  
 Internal Medicine and Pediatrics Section  
 2012 – present

Southern Regional Conference Planning Committee  
 National Internal Medicine and Pediatrics Residents' Association  
 2010 – 2011

Curriculum Development Board  
 Baylor College of Medicine, Pediatrics Quality Improvement  
 Education Modules  
 2010 – 2011

Program Internal Reviewer, Graduate Medical Education  
 Baylor College of Medicine  
 Houston, Texas  
 2010

Student Representative  
 Texas Medical Association Council on Constitution and Bylaws Medical  
 2006 – 2007  
*Worked with a council of physicians overseeing fact finding and serving as an advisory body on matters pertaining to the TMA Constitution and Bylaws.*

### Honors and Awards

Reba Michael Hill Research Award  
 Advocacy, Education, Intervention, Outreach, Utilization (AEIOU) Project  
 Department of Pediatrics, Baylor College of Medicine  
 2011

First Place Award, Interdisciplinary Team Competition  
 Houston Geriatric Education Center  
 2008

### **Honors and Awards, cont'd**

National Institutes of Health Grant 2006  
Houston Summer Research Program  
The University of Texas

Student Chapter of the Year 2008  
Texas Medical Association, UT Houston Chapter  
The University of Texas Health Science Center  
Houston, Texas

St. Edwards University Academic and Athletic Scholarships 2000 – 2004  
St. Edwards University Women's Soccer Team  
*Varsity lettered all four eligible NCAA years.*

St. Edwards University Presidential Award 2004  
*Awarded to 10 seniors who exemplify qualities of leadership, academic  
performance and service to the university and other communities.*

Best Honors Program Senior Thesis: Ethical Debates on the Right to Die 2004  
St. Edwards University Honors Program

Biology Student of the Year  
Department of Natural Sciences 2004  
St. Edwards University

### **Languages**

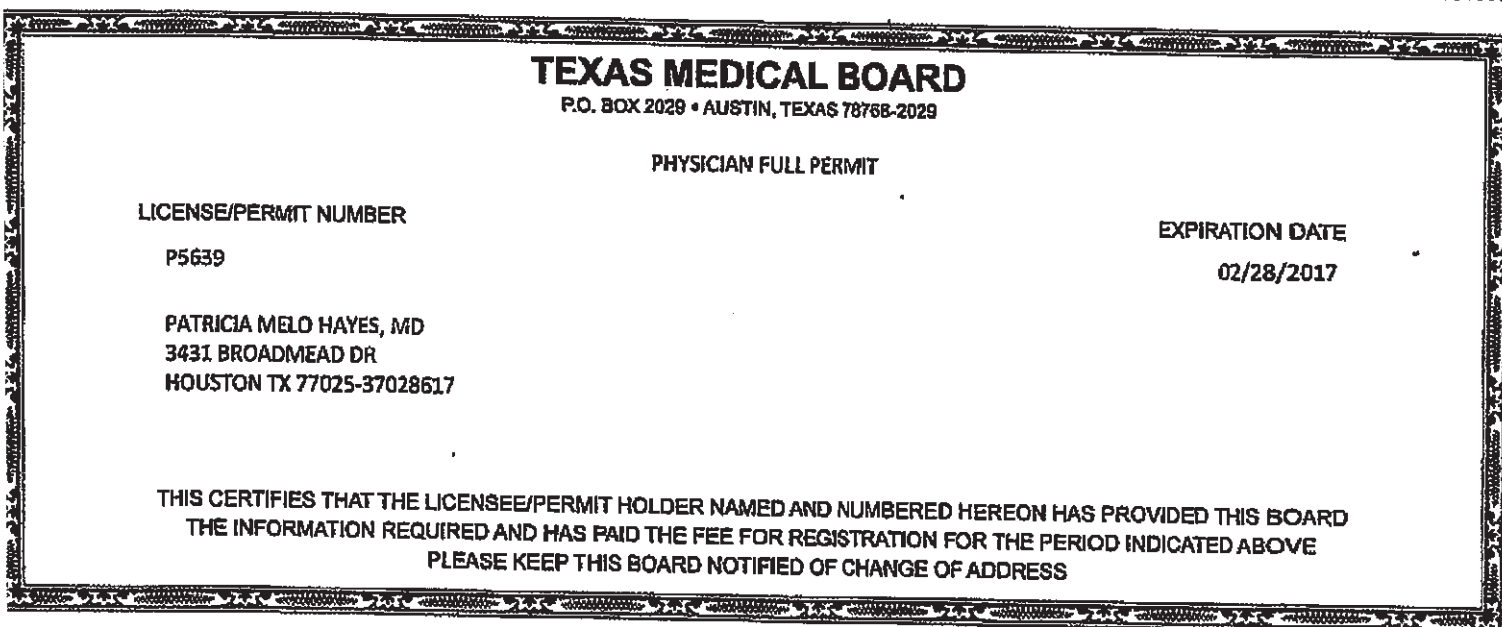
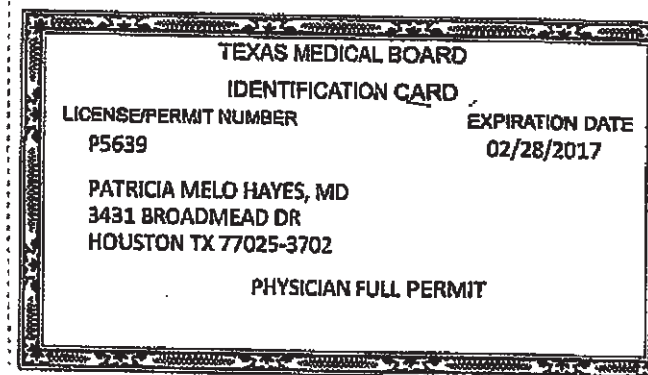
Fluent in English, Spanish, and Portuguese

### **Citizenship**

American, Brazilian

### **References**

Available upon request





## Vian H. Nguyen, MD

5422 Ariel Street Houston Tx 77096      832.563.4550      Email: viannguyen81@gmail.com

**Objective:** To join a group which shares a strong work ethic and a passion for women's healthcare

### Experience:

The Methodist Hospital Obstetrics & Gynecology Residency Program      July 2007--June 2011

### Education:

*Baylor College of Medicine*      July 2003 - June 2007  
Doctor of Medicine

*University of Houston*      Aug 1999 - June 2003  
Bachelor of Science, Summa Cum Laude

*Debakey High School for Health Professions*      Aug 1994 - June 1999  
Valedictorian

### Work:

*Legacy Community Health Services*  
6550 Mapleridge Suite 106  
Houston Tx 77081  
Provider      Aug 2015 - Present  
Clinical Site Director      April 2016 - Present

*Exam Pro*  
Oral Board – Mock and Case List Examiner      Aug 2015 - Present

*Women's Healthcare Associates*      Aug 2011 – July 2015  
7500 San Felipe Suite 1050  
Houston Texas 77065  
713-975-8353

### Honors & Awards:

PGY2 Resident Teacher of the Year      2008 – 2009  
Administrative Chief of Methodist Ob/Gyn Residency Program      2010 – 2011  
Joseph A Lucci Chief Resident of the Year      2010 - 2011  
Dr Benton Baker III Leadership Award      2010 – 2011  
Chief Resident of the Year      2010 – 2011  
Special Resident in Minimally Invasive Gynecology      2010 - 2011

### Professional Societies:

American College of Obstetricians and Gynecologists - Fellow  
American Medical Association – Member  
Texas Medical Association – Member  
Harris County Medical Society - Member

### Volunteerism:

Child Advocates Inc.  
Court Appointed Advocate  
Young Professional for Children  
June 2003 – March 2005  
Dec 2008 - 2010

### Publications/Research:

Nguyen V. "Cephalohematoma" Toy EC, Ross, L., Cleary, L., Papasakelariou, C. *Case Files Anatomy*. New York: McGraw-Hall, 2008.

Nguyen V. "Cervical Cancer" Toy EC, Ross, L., Cleary, L., Papasakelariou, C. *Case Files Anatomy*. New York: McGraw-Hall, 2008.

"COMPLEX RECTOVAGINAL FISTULAS: THE MANAGEMENT OF STARTLING COMPLICATIONS OF MESH USED FOR POSTERIOR COMPARTMENT PROLAPSE REPAIR"

Case Series

Abstract Presented at American Urogynecologic Society

Washington DC in May 2011

### Certifications:

Board certified in Obstetrics & Gynecology  
Advance Cardiac Life support  
Neonatal Advanced Life Support  
USMLE steps I, II, III completed  
2013

### Language Fluency:

Vietnamese, Conversational Spanish

### References:

Eugene Toy, MD  
The Methodist Hospital Obstetrics & Gynecology Residency Program  
Program Director  
[ectoy@tmhs.org](mailto:ectoy@tmhs.org)/713.756.5616

Priti Schachel, MD  
The Methodist Hospital Obstetrics & Gynecology Residency Program  
Teaching Attending  
[PSchachel@tmhs.org](mailto:PSchachel@tmhs.org)/713.756.7515

Christopher Hobday, MD  
The Methodist Hospital Obstetrics & Gynecology Residency Program  
Teaching Attending  
[cdhobday@tmhs.org](mailto:cdhobday@tmhs.org)/713.865.1122

TEXAS MEDICAL BOARD	
IDENTIFICATION CARD	EXPIRATION DATE
LICENSE/PERMIT NUMBER	02/28/2017
N8433	
VIAN HIEN NGUYEN, MD	
1315 ST JOSEPH PKWY STE 4818	
HOUSTON TX 77002-8238	
PHYSICIAN FULL PERMIT	

TEXAS MEDICAL BOARD	
P.O. BOX 2028 • AUSTIN, TEXAS 78768-2028	
PHYSICIAN FULL PERMIT	
LICENSE/PERMIT NUMBER	EXPIRATION DATE
N8433	02/28/2017
VIAN HIEN NGUYEN, MD	
1315 ST JOSEPH PKWY STE 1818	
HOUSTON TX 77002-8238617	
THIS CERTIFIES THAT THE LICENSEE/PERMIT-HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE	
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS	

## **Tina Megdal**

tmegdal@legacycommunityhealth.org

### **Experience**

#### **Vice President of Programs**

07/11- Present, Legacy Community Health Services, Houston TX

- Provide overall management of the Social Services and Education Departments.
- Provides direct supervision to the Director of Body Positive and Director of Education.
- Oversees all aspects of the grant management for the Social Services, Body Positive and Education Departments, which includes grant submission, monthly reporting, and quarterly reporting.
- Represent the Clinic at the City of Houston Community Planning Group and the Texas Department of Health Planning Group and be the alternate member at the Houston HSDA Care Consortium. Responsible for all planning, development and implementation of programs for the Social Services, Wellness, and Education Departments.
- Serve with the Executive Director on the Strategic Planning Committee of the Board of Directors.

#### **Senior Director of Client Services**

- 01/01- 06/11, Legacy Community Health Svcs, Houston TX
- Responsible for all planning, development and implementation of programs.
- Serve with Executive Director on the Strategic Planning Committee of the Board of Directors.

#### **Director of Client Services**

08/99-01/00, Montrose Clinic, Houston TX

- Provide overall management of the Clinical and Social Services Department.
- Oversee all aspects of the grant management, which includes grant submission, monthly/quarterly reporting.
- Oversee all aspects of the grant management, which includes grant submission, monthly/quarterly reporting.

#### **Director of Education**

04/98-07/99 Montrose Clinic, Houston TX

- Provide overall management of the Education Department. Develop and update all educational material including Next Step program and treatment adherence program.
- Participate in the design, implementation and analysis of Clinic service evaluation system.

### **Education**

#### **University of Houston**

Houston, TX- 1989-1996

- Masters of Education and Counseling
- Bachelor of Science, Psychology



appropriate referrals. As an FQHC, Legacy provides holistic health and wellness services to medically underserved Texans regardless of their ability to pay.

Clinic programs and activities provide a continuum of care that addresses clients' medical, psychosocial, and educational needs. Through the continuum of care, clients are able to enjoy and maintain a higher quality of life. Legacy currently provides comprehensive primary care and wellness services through a Patient Centered Medical Home (PCMH) model at each clinical sites. Services include: adult medicine, pediatrics, family medicine, obstetrics/gynecology, vision services, dental services, behavioral health services, infectious disease services with a focus on STD treatment and HIV care, social services, x-ray, laboratory services, health education, family planning, preventive medicine, nutritional services, health screening, transportation assistance services, pharmacy services, access to prescription and durable supplies assistance, and social services. Through a relationship with Houston Methodist Hospital, patients have access to nephrology and endocrinology specialty services at the Legacy Montrose Clinic. Legacy is also able to provide direct referrals and appointment scheduling for specialty services such as cardiology through a collaborative agreement with the Harris Health System (local public hospital district). Legacy is able to interface online with Harris Health System's electronic health record and patient management system, EPIC.

Legacy is committed to increasing access to healthcare for uninsured and underinsured residents within proposed service areas and the current communities served by Legacy clinics. Legacy has built an extensive network of collaborations to ensure that barriers to accessing healthcare are eliminated or diminished. Legacy reduces potential gaps in service delivery by utilizing this network to generate and reciprocate referrals. These reciprocal relationships provide for a network of service providers and referral agencies across Harris and Jefferson Counties. The breadth of this network ensures a continuum of care for clients seeking additional services while simultaneously reducing duplication of services among providers. Legacy maintains formal collaborative relationships with the City of Houston Department of Health and Human Services, Harris Health System (formerly Harris County Hospital District), Houston Methodist Hospital System, St. Joseph's Hospital, CHRISTUS St. Elizabeth Hospital, Baptist Hospitals of Southeast Texas, neighboring FQHCs and community based organizations. In addition to these referral partnerships, Legacy refers clients to private physicians, including collaborative opportunities for patient programming and specialty services. Legacy tracks all referrals through the agency's electronic health record system. Collaborative agreements are not included with this application, but are available upon request.

Legacy is a member of the Gateway to Care Harris County Community Access Collaborative, a public health and support service addressing the medical needs of the uninsured and underinsured community. The collaborative members also share data and information that ensure non-duplication of services. Legacy is a United Way agency, decreasing service duplication through extensive site visits and a community agency approval process. Legacy is also a member of the Harris County Healthcare Alliance's Partners for Community Health (P4CH). P4CH is a nonprofit, Health Center Controlled Network (HCCN) that convenes a network of community clinics to share best practices in order to strengthen Harris County's healthcare safety net. P4CH is currently comprised of 18 member clinics, 13 of which hold seats on the organization's board, with Legacy being one of those representatives. This membership represents 26 individual clinic locations, which serve more than 150,000 unduplicated patients, providing an array of specialized services. Legacy also has collaborative relationships with agencies within Jefferson County, including



subcontractor with a primary funding agency, as well as negotiating with subcontractors for the delivery of programs and services, when appropriate. Legacy adheres to, and is compliant with, the Health Resources and Services Administration's Bureau of Primary Health Care's PIN 98-23 guidance, directing that all of Legacy's subcontractor agreements are in writing and clearly state the time period during which the agreement is in effect; the specific services covered; any special conditions under which the services are to be provided; and the terms and mechanisms for billing and payment. All contracts are maintained with original signatures in a secure location within the Accounting Department. Legacy's Program Development and Accounting Departments work in consultation with contracted legal counsel to develop contractual agreements with subcontractors. Negotiations between Legacy and subcontractors involve at least one chief executive of the organization to ensure proper oversight in the negotiation and term development process.

**C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;**

Legacy anticipates sub-contracting with no agencies. Should that change, Legacy has a thorough monitoring process for subcontractors providing services on its behalf. Annually, Legacy undergoes a comprehensive independent financial audit to ensure compliance with the Single Agency of ongoing fiscal activities and professional services. Programmatic and clinical activities are monitored by Legacy's Quality assurance department. The Senior Director of Quality and EHRS is responsible for the management of Legacy's Quality assurance department and thus all quality assurance and performance improvement activities for clinical services. The Accounting department completes ongoing Audit (OMB Circular A-133) and Generally Acceptable Accounting Principles (GAAP), and requires all subcontractors do the same, providing audit reports and management response letters to Legacy for ongoing evaluation of financial and management oversight practices. In 2011 Legacy developed a formal internal fiscal compliance program staffed by a qualified Internal Auditor. This role provides oversight and accountability programmatic and clinical service audits, and then reports findings to the organization's Quality Committee and the Board of Directors on a monthly basis. Additionally, the Quality assurance department provides technical assistance to Legacy's clinical programs and medical providers to increase quality outcome measures.

**D. Experience providing technical assistance to subcontractors, including budget development and management;**

Legacy anticipates sub-contracting with no agencies. Should that change, Legacy's sound management practices and integrity in honoring grant and contract terms are well known and trusted among the agency's funders and subcontractors. Legacy's Accounting Department has provided grant billing and contract expenditure reporting technical assistance and mentoring to new contracting and subcontracting agencies. Program managers take an active role in the administration and oversight of subcontracted services within their respective departments. Program managers provide technical assistance to subcontractors to ensure service delivery within the scope of work agreed to by both parties. Legacy's Quality, Program Development and Accounting Departments are available to assist program managers in the delivery of technical assistance and routine monitoring of achievement in obtaining and adhering to all terms, goals and objectives stated within the contractual relationship.

**E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;**

Legacy anticipates sub-contracting with no agencies. Should that change, oversight and monitoring of all subcontractors will be the responsibility of Legacy's Program Development, Quality, and



Accounting Departments. Staff within these areas include the Vice President of Program Development, the Director of Programs – State Funded, the Vice President of Accounting, and the Senior Director of Quality and EHRS. Together this team maintains over 40 years of experience in performance management of subcontractors in public and private organizations. This team works collaboratively to ensure that internal processes and procedures are followed to monitor subcontractor activities, provide technical assistance, and to ensure the scope of work inclusive of project goals and objectives are obtained. The Director of Programs – State Funded is currently vacant but the agency is actively interviewing candidates. Ms. Tina Megdal, Vice President of Program Development, has a Master's degree in Education and Counseling and contributes over 20 years over health care program development and grants management experience. Ms. Delayna Judy, Vice President of Accounting. Ms. Judy brings over 15 years of professional experience specifically related to accounting and Federally Qualified Health Centers. Ms. Judy holds a Bachelor of Business Administration in Business and Accounting, a Master of Business Administration. Ms. Judy supervises Legacy's financial relationships with the subcontractors as well as accounting practices at Legacy. Ms. Judy supervises an accounting staff of 11 full-time employees. Mr. Chris Hughes, RN, Senior Director of Quality & EHRS, is a Registered Nurse (RN) and possesses over 18 years of nursing experience. He manages a team of 17 staff members, including 3 quality analysts and 2 quality coordinators.

**F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;**

Legacy anticipates sub-contracting with no agencies. Should that change, oversight and monitoring of subcontractors will be the responsibility of Ms. Tina Megdal of Legacy's Program Development Department, Mr. Chris Hughes, RN of Legacy's Quality Assurance Department, and Ms. Delayna Judy of Legacy's Accounting Department. Ms. Tina Megdal, Vice President of Program Development, has a Master's degree in Education and Counseling and contributes over 20 years over health care program development and grants management experience. Ms. Delayna Judy, Vice President of Accounting. Ms. Judy brings over 15 years of professional experience specifically related to accounting and Federally Qualified Health Centers. Ms. Judy holds a Bachelor of Business Administration in Business and Accounting, a Master of Business Administration. Ms. Judy supervises Legacy's financial relationships with the subcontractors as well as accounting practices at Legacy. Ms. Judy supervises an accounting staff of 11 full-time employees. Mr. Chris Hughes, RN, Senior Director of Quality & EHRS, is a Registered Nurse (RN) and possesses over 18 years of nursing experience. He manages a team of 17 staff members, including 3 quality analysts and 2 quality coordinators.

**G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and**

Legacy anticipates sub-contracting with no agencies. Should that change, Legacy's Quality Assurance Department is responsible for monitoring clinical programs and Legacy's Risk and Compliance Department monitors all client satisfaction in accordance with program standards and guidelines. Quality assurance activities are conducted according to policies and procedures established by national accreditation bodies or best practices in medical service delivery. Legacy has developed policies and procedures based on best practices and suggested guidance from the Health Resources and Services Administration (HRSA), National Committee for Quality Assurance (NCQA) and other governmental and medical trade associations. Copies of policies and procedures for Legacy's Quality Assurance Department are available upon request. It is the responsibility of Directors within the Program Development Department to monitor contract performance, including subcontractors, for adherence to contractual obligations related to programmatic elements of the

Scope of Work performed under a subcontract, while the Finance Department monitors any fiscal obligations related to the subcontract. The Program Development, Quality and Finance Departments meet weekly to discuss each primary funding contract and review subcontractor performance to development alignment with goals and objectives related to all government-funded medical and patient support programs.

**H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.**

Legacy anticipates sub-contracting with no agencies. Should that change, the Director of Programs – State Funded along with support from Ms. Tina Megdal, Vice President of Program Development, Mr. Chris Hughes, RN, Senior Director of Quality & EHRS, and Ms. Delayna Judy, Vice President of Accounting, will be responsible for ensuring that subcontractors receive adequate training and or technical assistance per data collection and submission, and data quality improvement for activities related to this funding opportunity.



**FORM H: FUNDING REQUEST AND CLIENTS SERVED****Legal Business Name of  
Applicant:**Legacy Community Health Services, Inc.**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	<b>\$1,177,555</b>
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**Clients Served:**

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Projected Number of Clinical Clients to be Served:</b>	<b>4,000</b>
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**FORM I: WORK PLAN****Legal Business Name of****Applicant:**Legacy Community Health Services, Inc.

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

**Program Administration and Management:****a. Identify the services respondent proposes to provide;**

Legacy's Healthy Texas Women program will consist of: 1) assisting eligible women with enrollment into the HTW Fee-for-Service Program, using Outreach and Enrollment Specialists and Eligibility Specialists; 2) direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program; 3) staff development and training related to the HTW Program, including specific training on the use of Long Acting Reversible Contraceptives, known as LARCs; 4) client and community based educational activities, using Community Relations Manager, Community Health Workers and Patient Educators; 5) Prevention Coordinator services to ensure patients receive all necessary preventative services, with a focus on breast cancer screening, HPV vaccinations, cervical cancer screening and other much needed preventative services, and; 6) nutrition services delivered by highly trained registered and licensed dietitians to ensure women understand the role nutrition plays in maintaining healthy weight and managing their diets as it relates to chronic illnesses such as diabetes and high blood pressure, and family planning.

As a Federally Quality Health Center and Family Planning agency, Legacy believes all of the aforementioned services are necessary to educate, engage and retain patients, while providing high quality and patient-centered family planning and health care services to our communities. To implement these services, Legacy will leverage current staff and add additional staff to work with approximately 4,000 individuals. Legacy will hire and train the following new staff: Outreach and Enrollment Specialist, Eligibility Specialists, Patient Educator, Registered Dietitians, a Quality Registered Nurse, Business Intelligence staff and a Prevention Coordinator to work along with the providers, and the entire Legacy team, in meeting the needs of the community.

**b. Identify the Priority Population to be served;**

Legacy's Healthy Texas Women program will prioritize non-pregnant women, between 14 and 44 years of age, who are legal residents of the State of Texas, uninsured, and living at or under 200% of the Federal Poverty Guideline. As a Federally Qualified Health Center, Legacy provides services to all patients regardless of their ability to pay. Legacy's services will be concentrated in the following areas of Houston: Legacy's Mapleridge Clinic, serving Southwest Houston—including Sharpstown, Alief, Gulfton; Legacy's Lyons Clinic serving North East and Southeast Houston—including The Fifth Ward the East End; Legacy's Montrose Clinic serving Central Houston --- including Montrose; Legacy's San Jacinto Clinic serving the city of Baytown; and, Legacy's South Park Clinic serving Beaumont, Texas. Legacy's program will prioritize services within Harris and Jefferson Counties.

**c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support,**



**etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

**Assisting eligible women with enrollment into the HTW Fee-for-Service Program**

Legacy will assimilate HTW enrollment activities into its award winning outreach and enrollment activities. Assisting eligible women with enrollment into the HTW Program will be conducted by Legacy's team of Eligibility Specialists and Outreach and Enrollment Specialists. To enhance this team, Legacy will add additional staff to manage the increase in patient enrollment within Legacy clinics and out in the community. Legacy's Eligibility Specialist are bilingual in Spanish and English, reducing the major linguistic barrier. Legacy also has interpretation services offered for patients best served in a different language than previously outlined. Legacy's Eligibility Specialists and Outreach and Enrollment Specialists provide individual client level support in analyzing the needs of the patient and the individual's current financial capacity before assisting clients with enrollment into resources as appropriate, whether they be HTW Fee-for-Service Program or other financial resources such as government grant programs, the Health Insurance Marketplace and federally facilitated health insurance policies.

The O/E Team are eligibility specialists specially trained by Legacy to engage and assist community members in environments outside the walls of Legacy clinics. The O/E Team is currently outfitted with mobile eligibility units, inclusive of a laptop, scanner/printer, HotSpot connection and electrical supply components. Legacy will leverage existing equipment already in use for the provision of these services. This allows the team to provide services in places such as schools, community health fairs, churches, multi-service centers and businesses. Providing services through a mobile approach also reduces barriers, such as transportation and child care, which are often impediments to receiving services for the target population. Legacy has successfully implemented this approach, which resulted in increased enrollments for patients considered hard-to-reach. To attend to an increased demand for these services Legacy proposes to increase eligibility services for our existing patient population, as well as new patients seeking services from Legacy on a daily basis through an increase in the number of Eligibility Specialists by 2 FTE and the number of Outreach and Eligibility Specialists by 3 FTEs. Additional FTEs allow for increased capacity to assist in navigating the financial resource and insurance landscape, as well as completing enrollment for HTW Fee-for-Service Program, Medicaid, Medicare and CHIP for qualifying individuals.

**Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program**

Legacy proposes to provide direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program at Legacy clinics throughout the service area. These services will be provided on a one-time basis until the woman completes eligibility for HTW. If a woman continues to be in need of services without completing the eligibility process, Legacy will continue to serve the patient through its sliding scale fees, and regardless of the patient's ability to pay. It is vastly important to Legacy to do everything possible to give women a choice in how they plan their families and their lives. Presumptive services will include birth control counseling, natural family planning, abstinence counseling, pregnancy testing, Pap tests for cervical cancer, screening and treatment of sexually transmitted infections, pre-conception counseling, nutritional counseling, and



infertility counseling. Condoms will be made available at the visit, and prescription birth control will be provided on-site via Legacy's Class D pharmacies or on-site Walgreens.

Staff development and training related to HTW Fee-for-Service Program service delivery

Staff Development and training related to HTW Fee-for-Service Program service delivery will be done using a number of methods. Initial trainings seminars will be done onsite as a part of a program orientation process for the each department (Eligibility and Billing, Quality Assurance, Program Development, Accounting, Operations). Department leadership will educate staff on requirements of Healthy Texas Women and Family Planning and how they align with Legacy's policies and procedures for eligibility determination and billing. These policies and procedures are maintained by the each specific department and the Senior Director of Compliance/ HIPAA Privacy Officer. Policies will be updated on an annual basis or when applicable. Legacy will send staff from departments, as appropriate, to attend the annual workshops presented by Health and Human Services, Texas Medicaid and Healthcare Partnership, and other agencies as applicable to HTW Fee-for-Service Program service delivery. Each department will also hold small group trainings lead by department leadership at routine all-staff meetings. These meetings are utilized to assure quality as well as identify areas of improvement. These meetings will have a specific Healthy Texas Women and Family Planning grant focus at least twice per year.

Client and community based educational activities related to the HTW Fee-for-Service Program

Legacy proposes to provide community and client based health education through community health workers and patient educators interspersed throughout the service area. Services will include educational activities related to the services available to HTW Fee-for-Service Program enrollees in conjunction to the education activities currently provided. Education provided at this time includes curriculum on HIV/STD testing, blood pressure monitoring, hypertension and diabetes screening, family planning and safer sex education, and wellness education services. Legacy currently provides nutrition education and counseling services, with a priority to expand this service to clinic locations operating within each of the organization's five service areas during the next year. Legacy provides prenatal and maternal education in the form of a "Becoming a Mom", Lactation Services, and Safe Sleep SIDS courses.

- d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;**

Legacy is not currently conducting research on individuals receiving services through any HHSC-funded programs.

- e. Provide an organizational Chart**

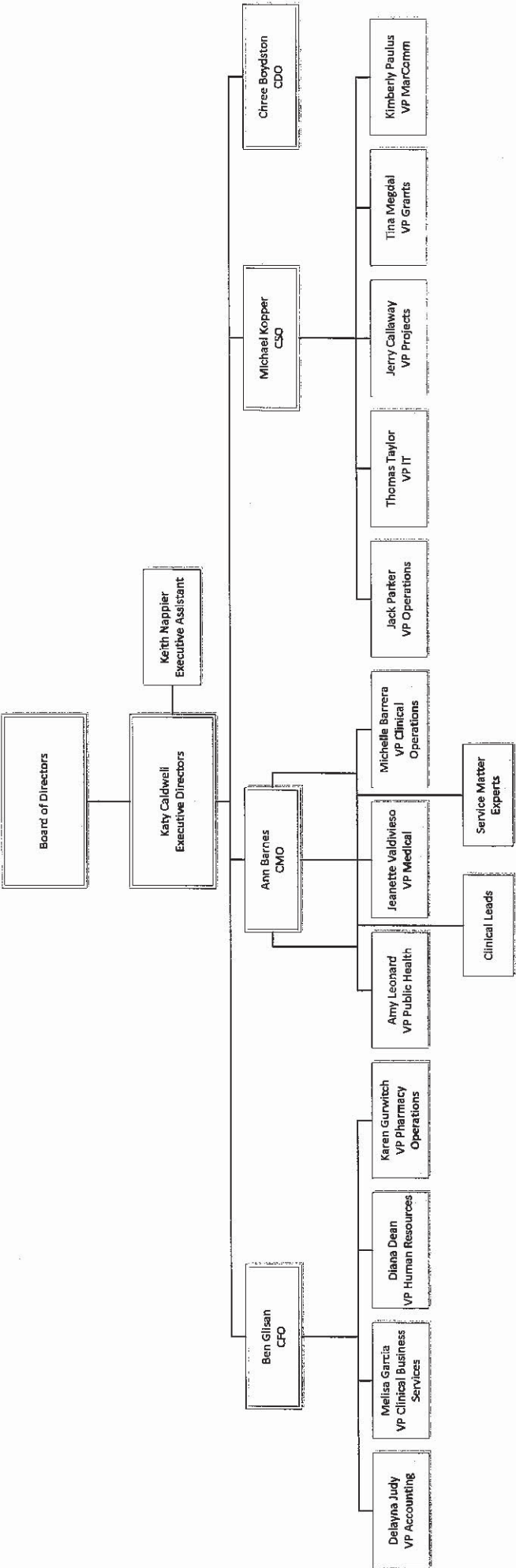
Legacy's Organization Chart is provided within this proposal.

- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and**

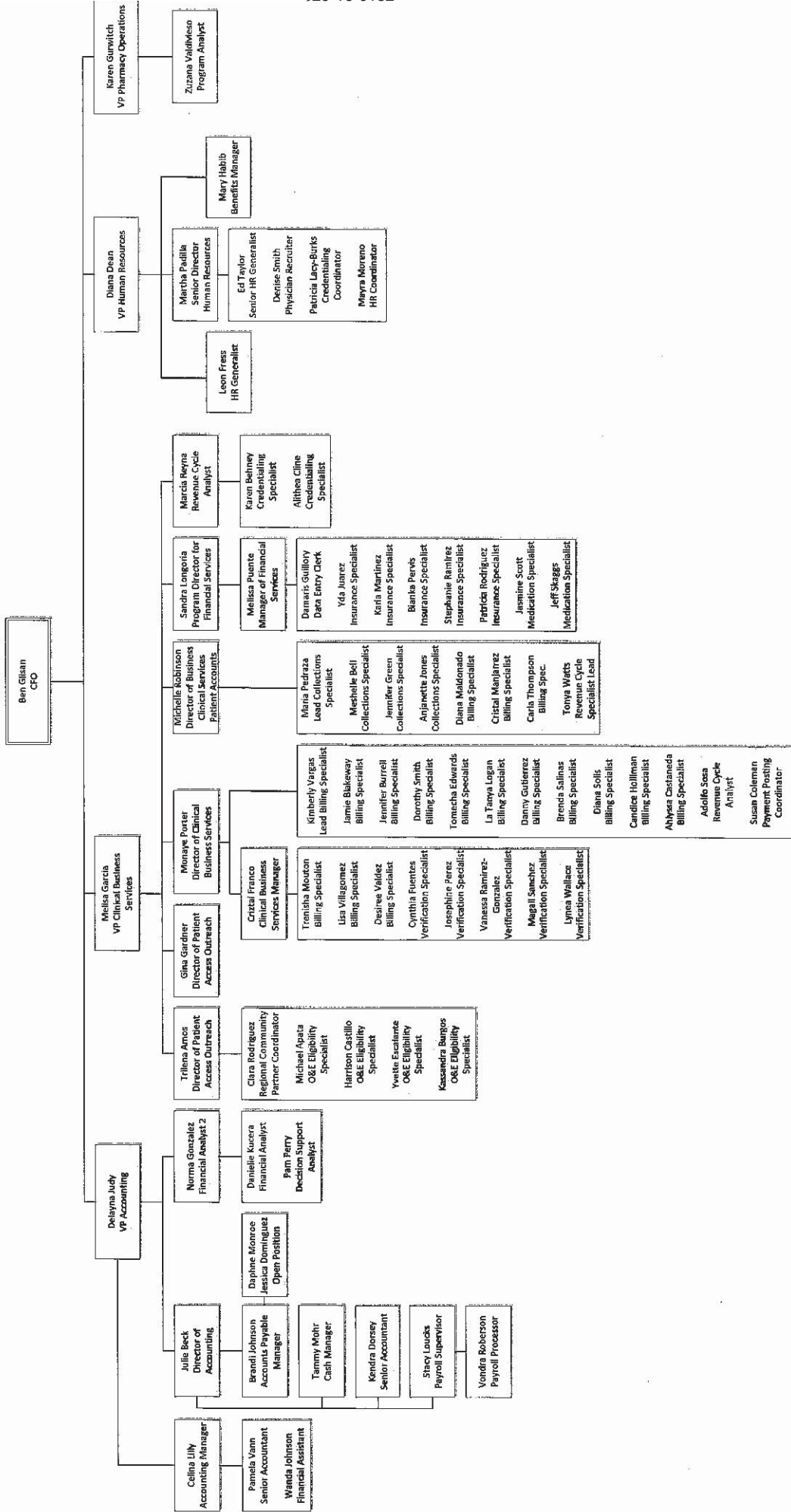
Job descriptions of all key staff are included within this proposal. Included are a Quality Registered Nurse, Patient Educator, Community Health Workers, Outreach & Eligibility Specialist, Eligibility



Legacy Community Health Services  
2015

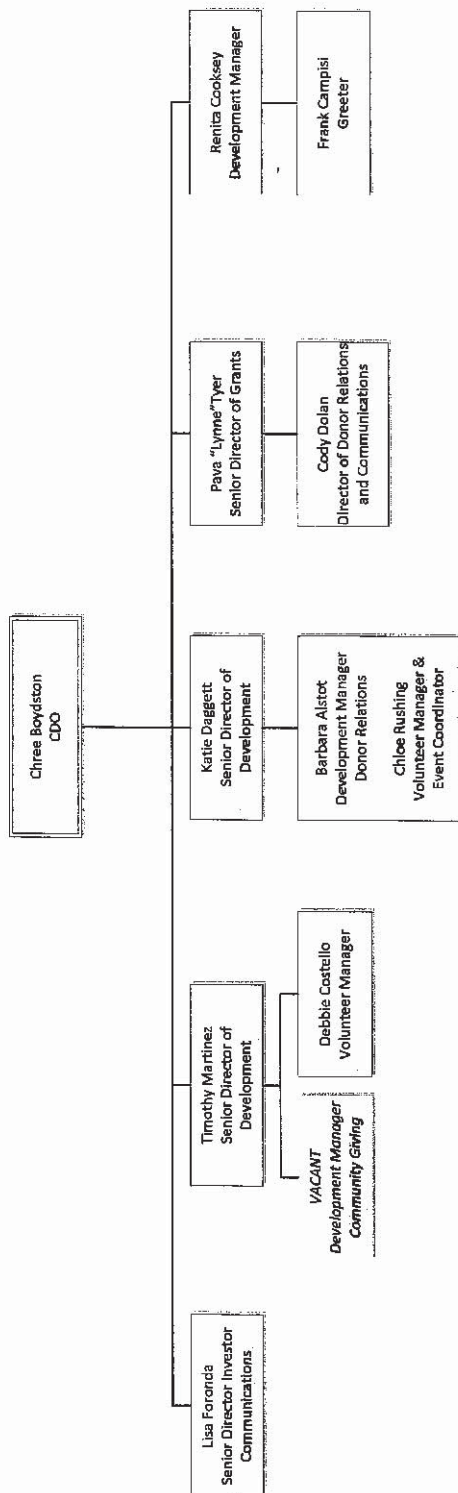


Legacy Community Health Services  
2015



# Legacy Community Health Services

2015



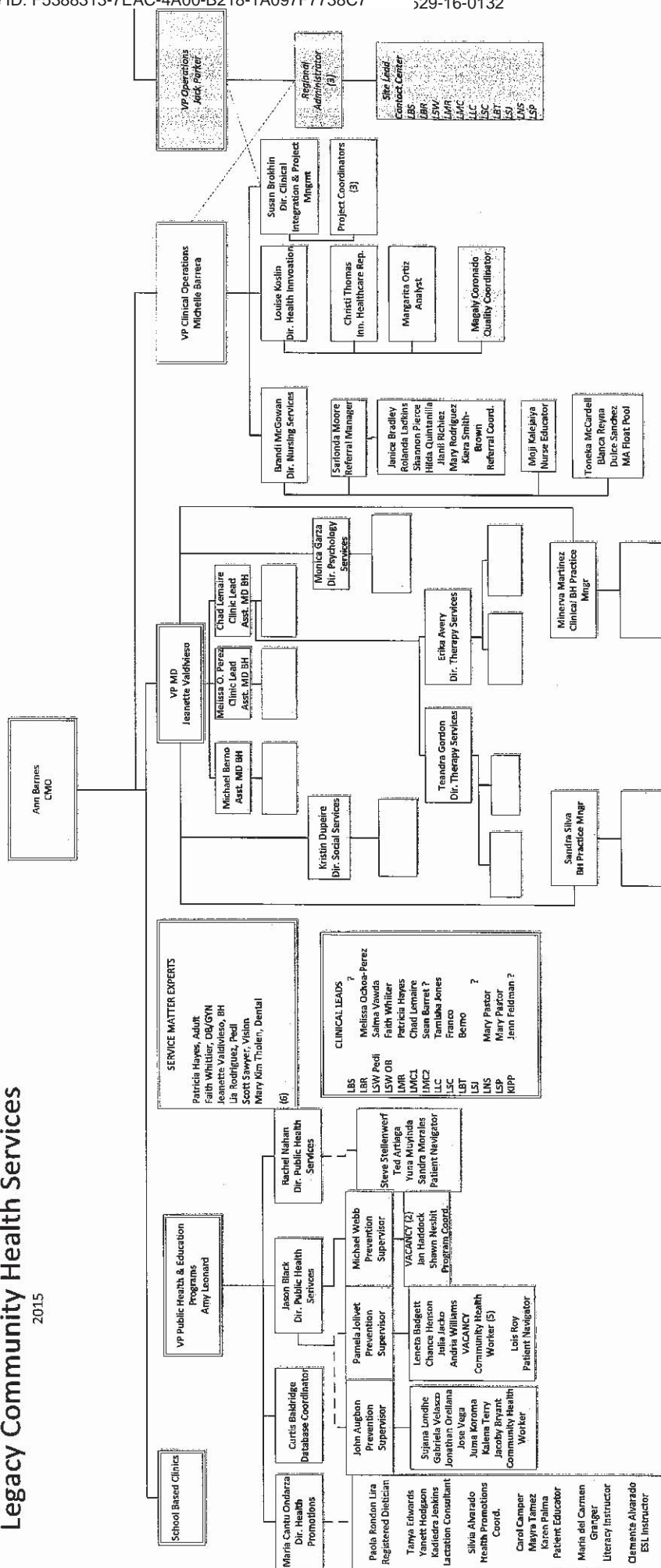
## 2015



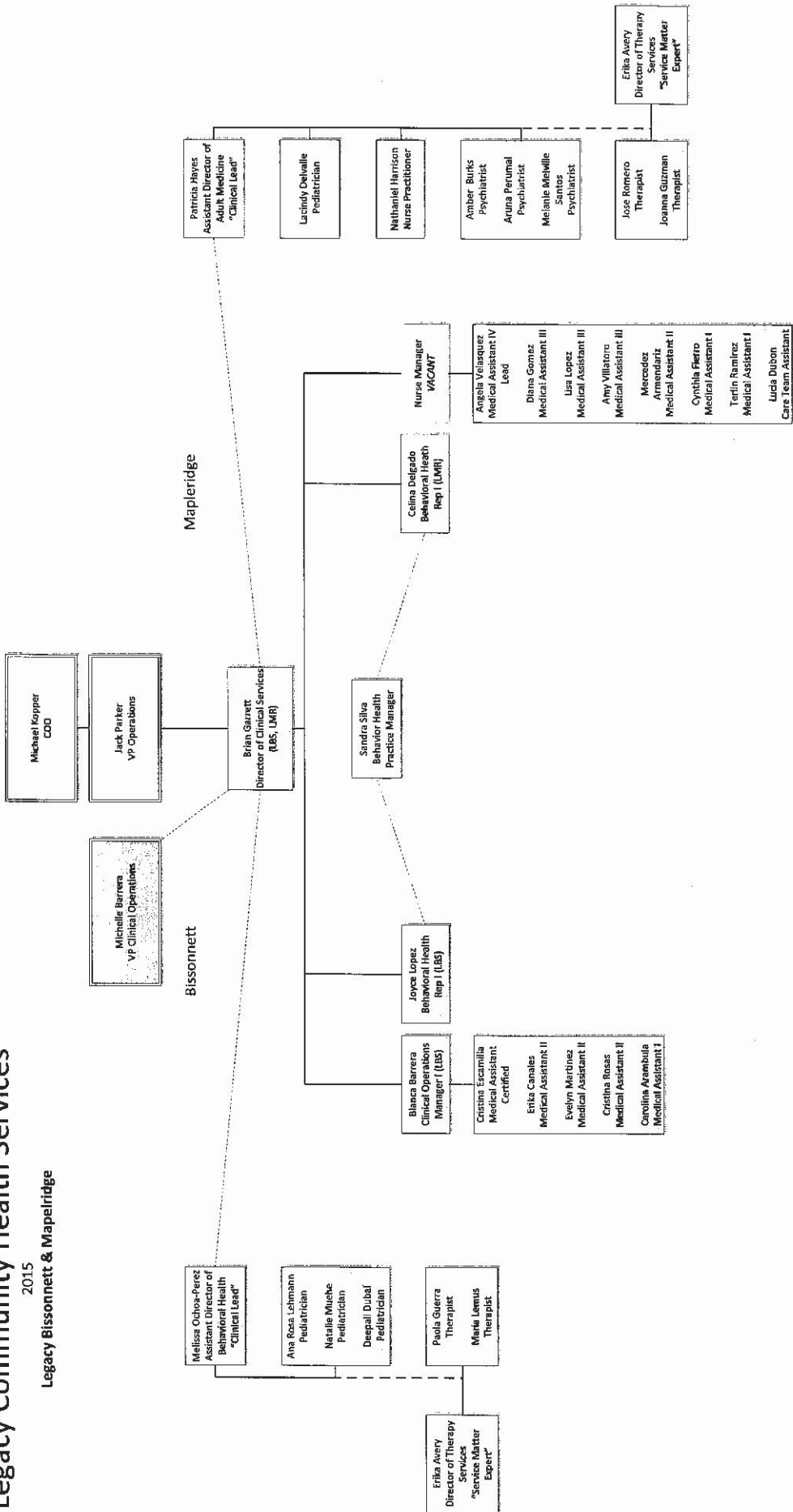


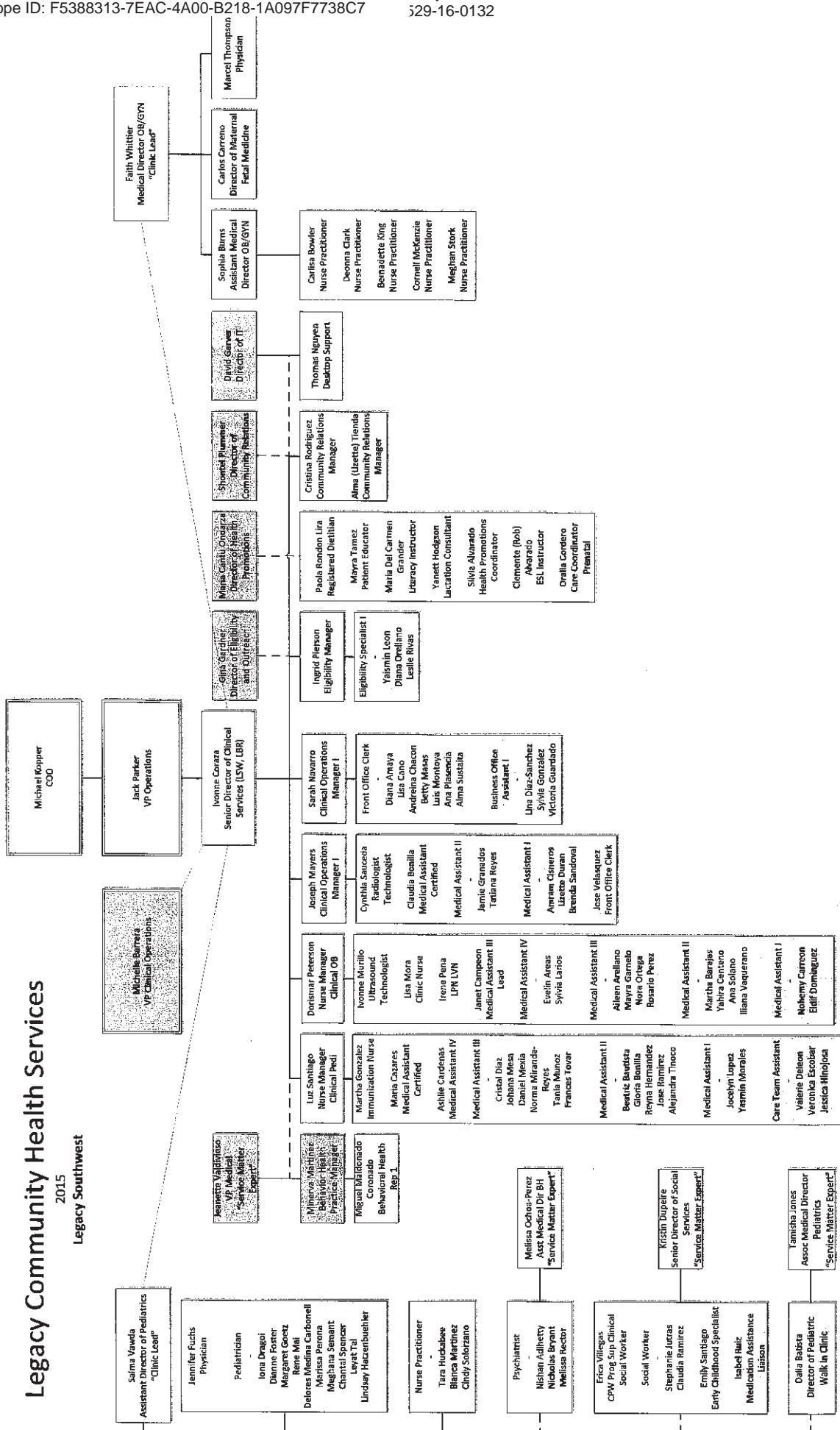
# Legacy Community Health Services

2015



Legacy Community Health Services  
2015  
Legacy Bissonnett & Mapleridge

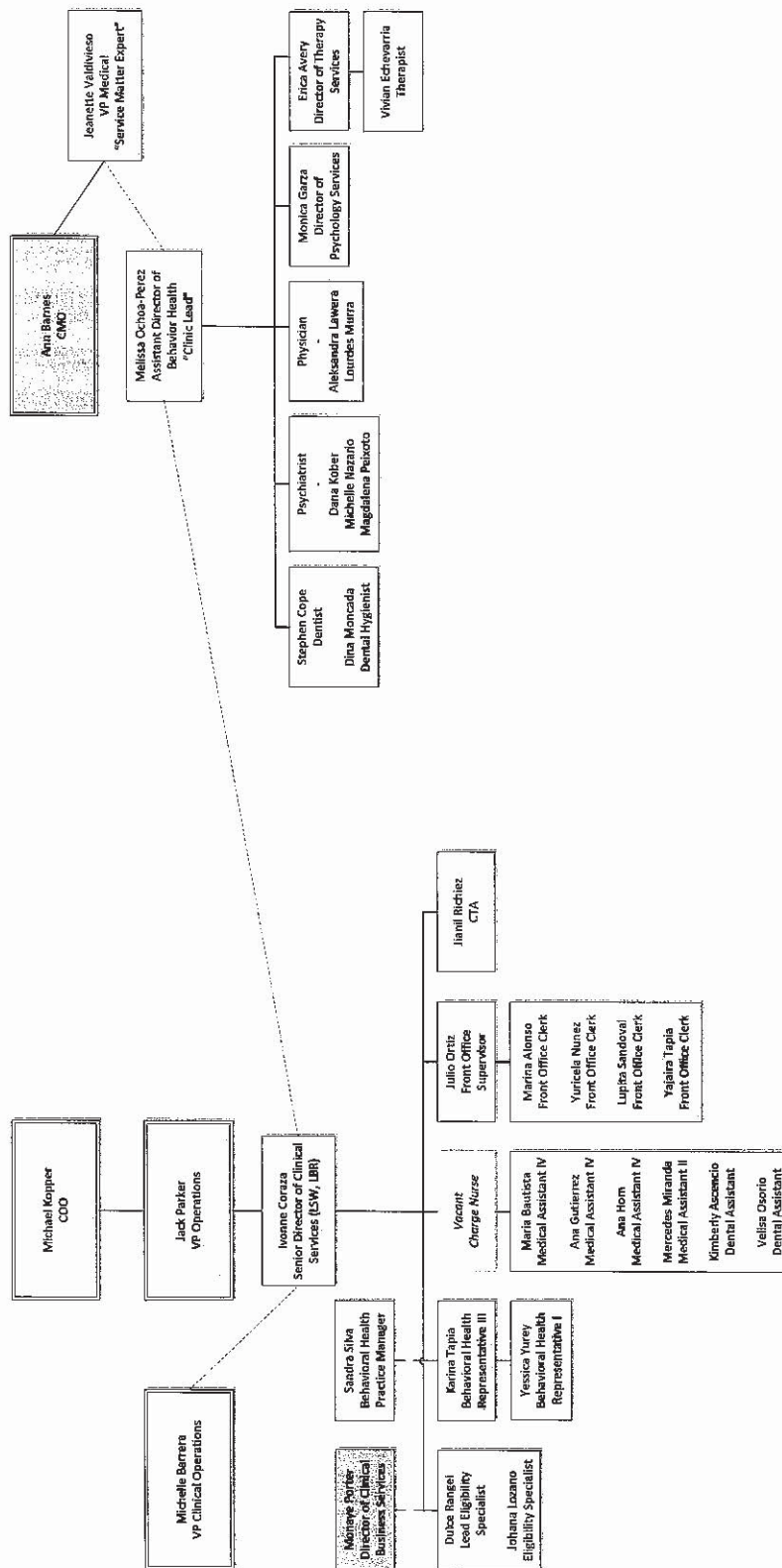




# Legacy Community Health Services

2015

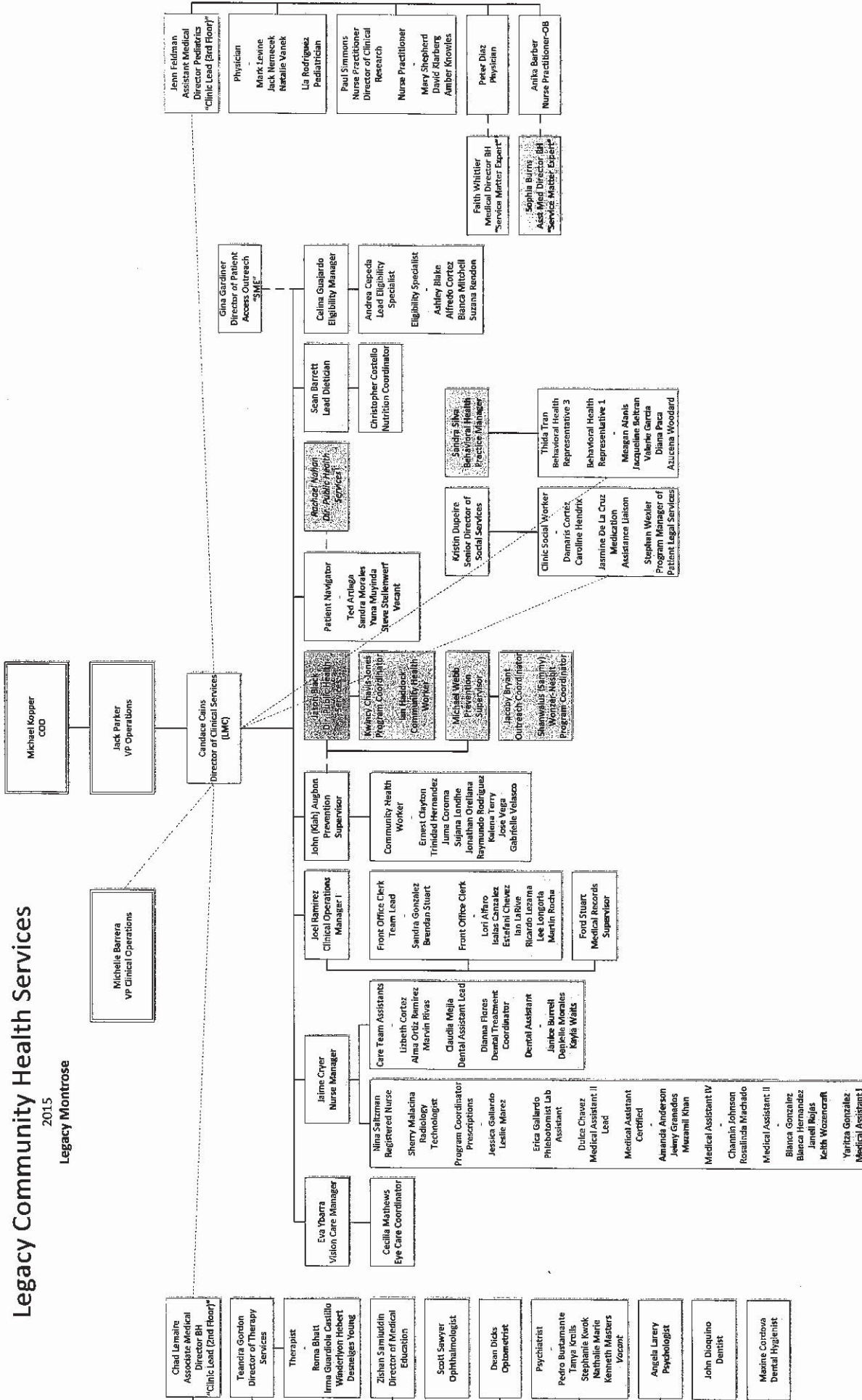
Legacy Baker Ripley

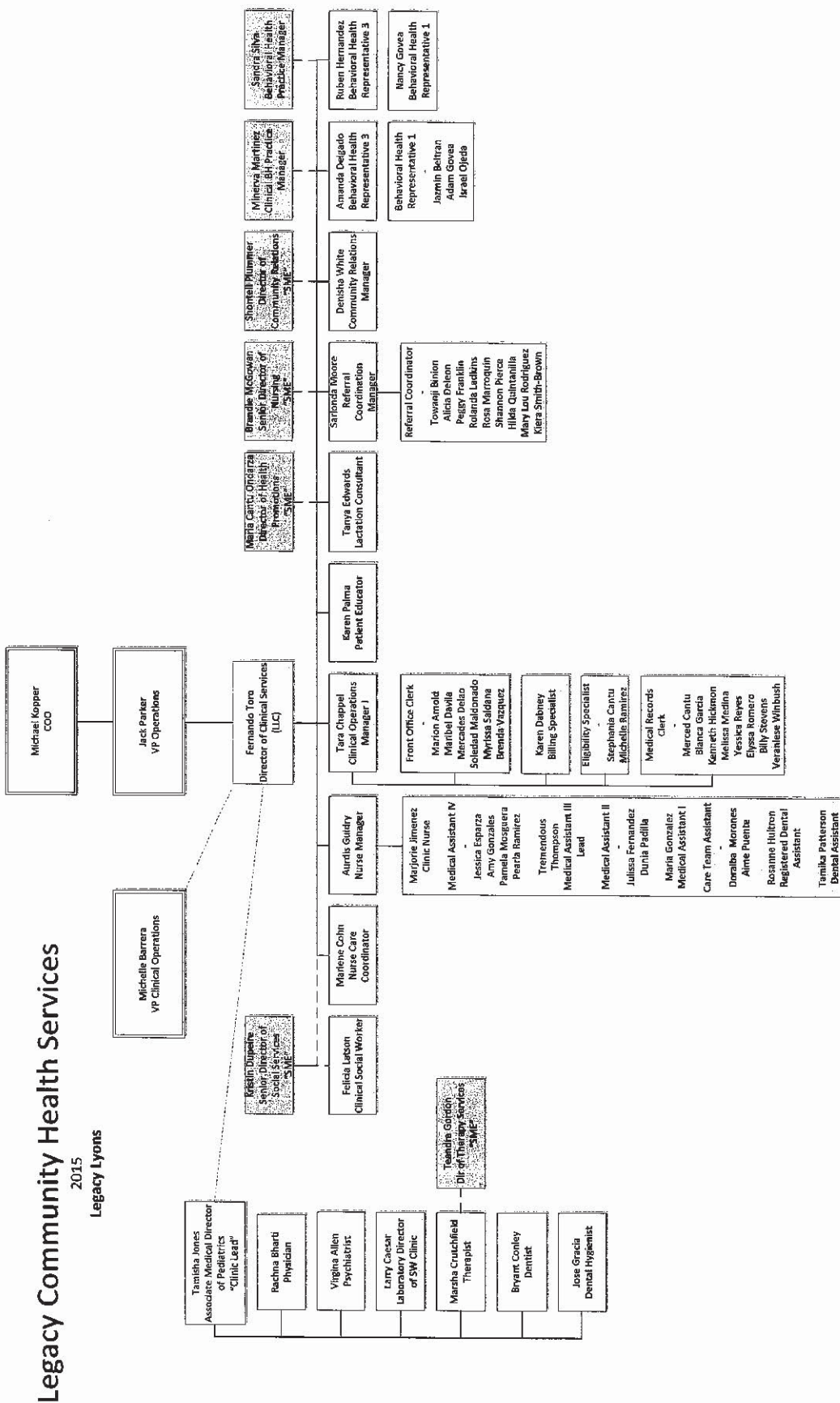


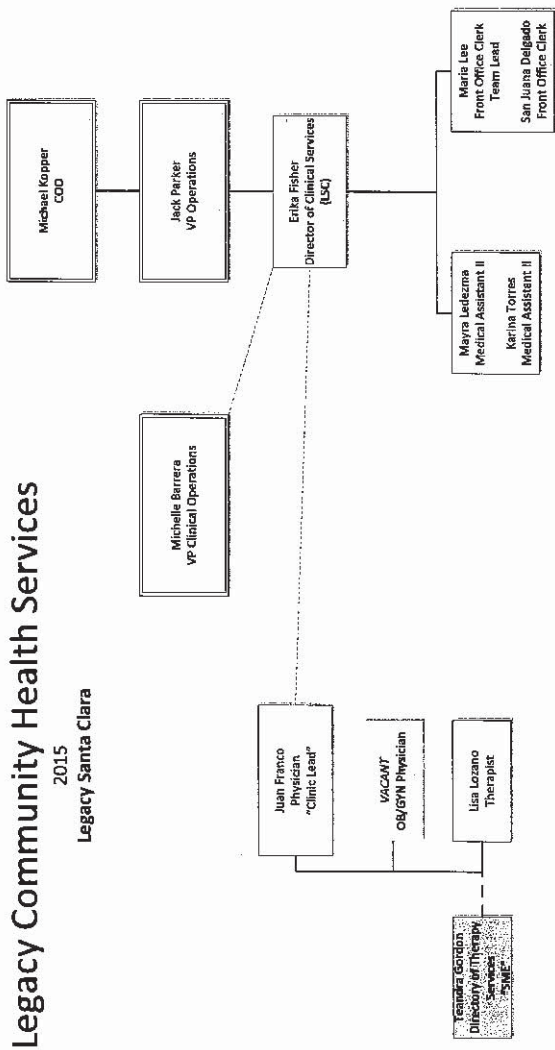


# Legacy Community Health Services

2015  
Legacy Montrose

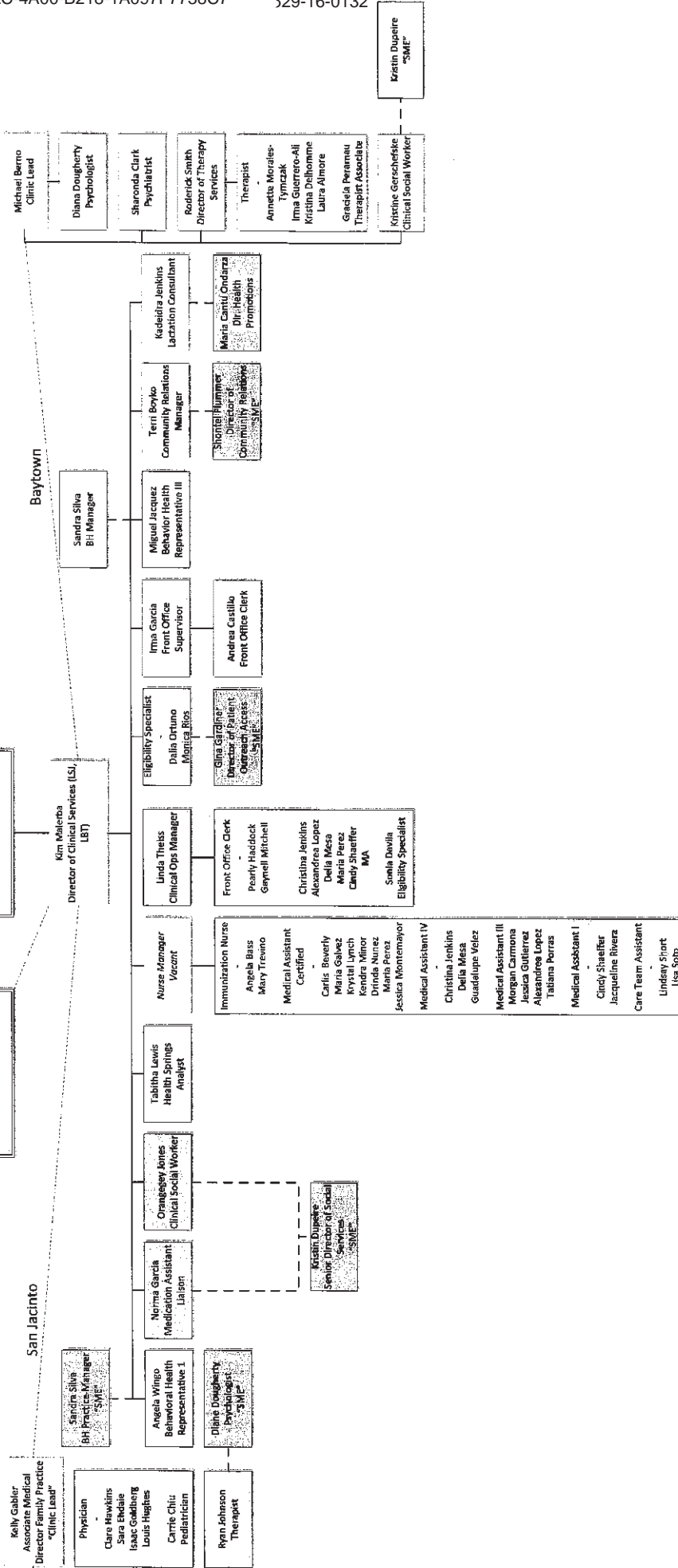




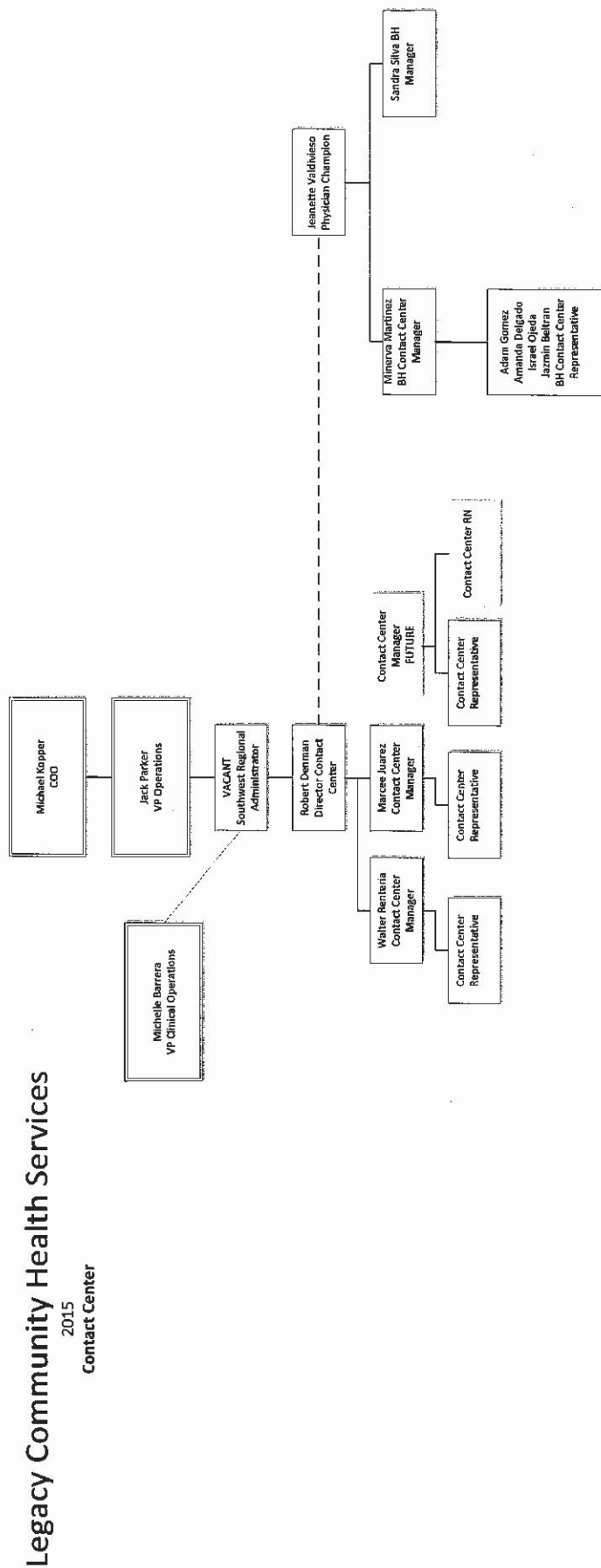


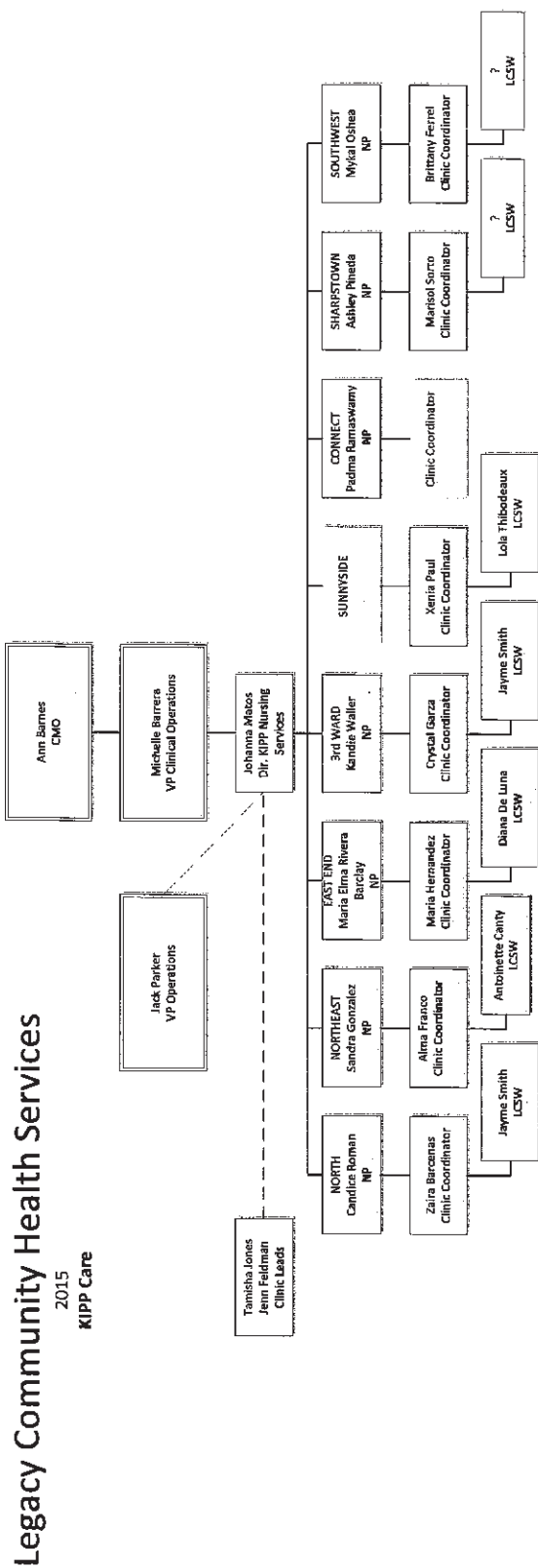
## 2015

**Legacy Baytown & San Jacinto**









Specialist, Billing Specialist, Contact Center Representative, Prevention Coordinator, Registered Dietician, BI Analyst, Accountant, Director of Programs, and Senior Director of Nursing.

**g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

Legacy's HTW program budget was designed based on the combination of projected income generated under HTW Fee-for-Service Program plus the dollars required to provide services proposed herein. Projected Income from HTW Fee-for-Service Program was calculated based on an encounter volume multiplied by expected reimbursement rate per patient under the HTW Fee-for-Service Program, after all costs associated with Fee-for-Service provision. Costs associated with the proposal herein are the sum of the costs per activity for the contract period. Legacy will expend all Fee-for-Service prior to drawing on Cost Reimbursement dollars. The cost reimbursement dollars will be used to maintain all support services. The budget will be monitored by Legacy's Vice President of Accounting. Monthly Grant Billing Meetings are held to discuss spend versus grant progress and to alleviate any problems with billing.

**Quality Assurance/Quality Improvement:**

**a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and**

Legacy's Quality Assurance Department currently monitors health trends and conducts routine procedural and chart audits to ensure services aligns with best-practices, medical standards, and Legacy's Patient Centered Medical Home (PCMH) model of care. All providers are credentialed per Legacy's annual credentialing and privileging policy, which aligns with HRSA requirements, as well as assessed by their medical peers (peer review) for clinical competence and quality of health provision. All mid-level providers are supervised by physicians in accordance with their respective licensing boards. Provision of care is assisted by an Electronic Health Record System (EHRS) that aids clear documentation and clinical decision support, as well as improved communication via a patient portal and health information exchange. Legacy ensures that physicians and medical support teams receive proper education and training within their respective disciplines. Ongoing training for providers is available through on-site classroom sessions as well as community and on-line continuing education opportunities.

**b. At a minimum, provide the following information:**

- 1) Medical Director's involvement in the QA/QI activities;**
- 2) Activities used to identify trends of needed improvement and the frequency of those activities;**
- 3) Activities to ensure correction and follow-up to findings identified;**
- 4) Use and frequency of client satisfaction surveys;**





## Job Description

<b>Job Title</b>	RN Quality Analyst	<b>Job Code:</b>
<b>Reports to:</b>	Sr. Director of EHRS/Quality	<b>Revision Date:</b> February 1, 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____

### GENERAL DESCRIPTION

- The RN Quality Analyst utilizes nursing knowledge in assuming primary responsibility for monitoring organizational performance for assigned grants and services and maintains awareness of legislative and regulatory activities related to health care and disseminate information to appropriate parties.

### ESSENTIAL FUNCTIONS

*Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.*

- Acts as an internal subject matter expert for multiple complex grants and other payor sources or as a liaison with multiple departments.
- Organizes and leads performance improvement teams.
- Evaluate clinical data and use continuous quality improvement principles and tools to meet measurement criteria
- Conduct concurrent/retrospective reviews for the purpose of identifying opportunities for improvement in the delivery of patient care and supporting departments to ensure compliance with federal, state, local and accrediting agency regulatory requirements
- Use statistical analytics to coordinate data collection.
- Perform analysis of data to identify trends and needed performance improvement opportunities.
- Participates in ongoing educational opportunities such as conferences, workshops, symposiums and lectures related to performance improvement.
- Prepare and present quality of care reports to the Quality Committee or other committees and meetings as assigned.
- Participate in additional committees and task forces as needed.
- Other duties as assigned

### AGE RELATED COMPETENCIES

#### Definitions of Age Specific Groups:

- Neonate: Birth – 24 months
- Child: 2-12 years
- Adolescent: 13-17 years
- Adult: 18-64 years
- Geriatric: 65 years and beyond
- NA: Non-age specific

#### Populations Served for this position:



☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

## EDUCATION & TRAINING REQUIREMENTS

- Bachelors degree from a four year university or college required.
- Registered Nurse licensed in the state of Texas
- A minimum of 3 years' experience in Healthcare Industry

## WORK EXPERIENCE REQUIREMENTS

- Data analysis and working knowledge of statistics preferred
- Ability to make formal presentations, educate and support staff learning and information needs at a level normally acquired through further training
- Must effectively read, write and verbally communicate in the English language
- Able to analyze situations, identify root causes and recommend potential solutions, Understanding of health care privacy and security including HIPAA and other relevant regulations.
- Prior experience meeting standards of regulatory or accrediting body standards such as JCAHO, NCQA or CMS

## ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity.
- Normal time pressure.

## ORGANIZATIONAL COMPETENCIES – To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff

- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

#### **WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date





## Job Description

<b>Job Title</b>	<b>Patient Educator</b>	Job Code:
<b>Reports to:</b>	Site Director	<b>Revision Date:</b> 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____
<b>GENERAL DESCRIPTION</b> Provides professional support through the coordination and delivery of a health education program. In addition, will assist patients in establishing and maintaining primary care, as well as increasing their access to services within Legacy Community Health Services continuum of care and/or the community at large.		
<b>ESSENTIAL FUNCTIONS</b> <i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i>		
<ul style="list-style-type: none"> <li>• Assist Legacy's patients with access to health services and information</li> <li>• Develops, recommends, and implements health education programs designed to increase awareness and knowledge relating to the improvement of health on an individual or family basis. Health education may include, but not limited to, prenatal care, family planning, HIV self-management or diabetes self-management.</li> <li>• Teach patient self-management skills to improve their health and prevent complications.</li> <li>• Work closely with the health care team to establish effective referral processes and to provide integrated health care services.</li> <li>• Develop and/or conduct presentations to patients within the clinic and at local community sites.</li> <li>• Schedules and presents group classes on subject areas of need, including but not limited to, prenatal care, family planning, HIV self-management or diabetes self-management.</li> <li>• Assesses effectiveness of class/counseling content, and revises as needed.</li> <li>• Develops, secures, and maintains any equipment or instructional materials needed to conduct classes.</li> <li>• Assists in promoting health education components to physicians, staff, and patients through meeting presentations, printed promotional material, etc.</li> <li>• Provide and facilitate referrals and linkages to ongoing social and healthcare services as needed.</li> <li>• Participate in Legacy's provider team and site meetings.</li> <li>• Establish and maintain relationships with community testing and education locations.</li> <li>• Participate in the design, implementation and analysis of program evaluation system and quality assurance plan.</li> <li>• Collect and report monthly statistics and other reports as requested.</li> <li>• Document all patient education activities, including but not limited to all encounters with patients in the</li> </ul>		

departmental database and patient medical file.

- Maintain electronic patient management schedules and desktop.
- Maintain databases, mailing lists, telephone networks, and other information to facilitate the functioning of patient education programs.
- Attend training workshops and meetings as required.
- Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job-related hazards.

- *Attends all required safety education programs.*
- *Operates assigned equipment and performs all procedures in a safe manner as instructed.*
- *Maintains work area and equipment in condition required by Legacy standards.*
- *Demonstrates proper body mechanics in all functions.*
- *Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.*

Follows Legacy's exposure control plans/bloodborne and airborne pathogens.

- *Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment (Universal Precautions).*
- *Assures a safe environment by instituting appropriate control measures.*
- *Attends annual education programs.*

#### AGE RELATED COMPETENCIES

##### Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

##### Populations Served for this position:

☐ Neonate    ☒ Child    ☒ Adolescent    ☒ Adult    ☒ Geriatric    ☐ NA

#### EDUCATION & TRAINING REQUIREMENTS

- High School diploma or equivalent or minimum of 1 year health care related experience. Bachelor's Degree Preferred.

#### WORK EXPERIENCE REQUIREMENTS

- Must demonstrate ability to utilize electronic health record system within six months of employment.
- Must possess demonstrated ability to relate to individuals and families of varied ethnic, cultural backgrounds, ages and economic circumstances.
- Ability to maintain strict confidentiality of information
- Displays strong customer service skills



- Complies with policies and procedures set forth
- Ability to define problems, collect data and establish facts.
- Bilingual English/Spanish preferred
- Ability to conduct group and individual educational programs.
- Ability to speak in public.
- Must have a valid driver's license and transportation.
- Good knowledge of interviewing and recording techniques of the surrounding community; program policies; and some knowledge of health issues and health care systems.
- Experience coordinating community resources
- Must uphold the Code of Ethics of their professional licensing entity.
- Must complete the minimum hours of continuing education to maintain professional license.
- Must maintain good standing with the professional licensing board.
- Must maintain non-violent crisis intervention certificates.
- Must demonstrate cultural competency and sensitivity to all populations served.
- Must be able to communicate effectively with staff, community, and the general public.
- Must have the ability to remain calm under stressful conditions.
- Must pass a criminal background check.

### **ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS**

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Proficient in mathematical skills.
- Normal time pressure of decision making.

### **ORGANIZATIONAL COMPETENCIES – To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.**

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

#### **WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including HIV and the Hepatitis B virus.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date





## Job Description

<b>Job Title</b>	Community Health Worker	<b>Job Code:</b>
<b>Reports to:</b>	Prevention Supervisor	<b>Revision Date:</b> September 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____
<b>GENERAL DESCRIPTION</b> <p>Responsible for outreach and health promotion to adults and families residing in neighborhoods located near a Legacy clinic to increase awareness and the need for health prevention, medical, dental, and behavioral health services. Provide information on available resources, provide social support and informal counseling, advocate for individuals and community health needs, and provide services, such as HIV, Syphilis, glucose and blood pressure screenings. May collect data to help identify community health needs. Community Health Workers will primarily be working out in the community with specific target populations. Community Health Workers will work closely with medical providers, primary care teams, and other agencies to improve patient care and outcomes.</p> <p>*Position may be partially or fully funded by grant(s).</p>		
<b>ESSENTIAL FUNCTIONS</b> <p><i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i></p>		

- Responsible for outreach and health promotion activities to be conducted in neighborhoods, door-door, local businesses, agencies, churches, park, recreation facilities, schools, etc.
- Develops, recommends, and implements community health education programs designed to increase awareness and knowledge relating to the improvement of health on an individual or family basis. Health education may include; but not limited to, HIV, STDs, family planning, or diabetes self-management.
- Develop and/or conduct presentations to community members at local community sites.
- Conduct health screenings and risk assessments, which may include glucose, blood pressure, HIV, Syphilis or HCV.
- Provide individual counseling sessions on disease prevention and/or self-management of chronic illnesses.
- Work closely with the Prevention Supervisor to plan, prepare and implement projects and procedures for effective community outreach and enrichment.
- Provide and facilitate referrals and linkages to prevention, social and healthcare services to assist in meeting medical, behavioral health, substance abuse, and psychosocial needs of the client.
- Navigate patients through Legacy's health services.
- Responsible for documentation of program data and statistics.
- Coordinate outreach and educational activities around specific health 'Awareness Month' activities.
- Participate in community health fairs as needed
- Promote services and programs at Legacy.
- Demonstrate respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.
- Assess effectiveness of class/counseling content and revises as needed.
- Develop, secure, and maintain any equipment or instructional materials needed to conduct community outreach, presentations and individual sessions.
- Establish and maintain relationships with community testing and education locations.
- Participate in the design, implementation and analysis of program evaluation system and quality assurance plan.
- Collect and report monthly statistics and other reports as requested.
- Document all community education activities, including but not limited to all encounters with clients in the departmental database and any grant required data system.
- Attend training workshops and meetings as required.
- Promote effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.
- Other duties as reasonably assigned.

#### **AGE RELATED COMPETENCIES**

##### **Definitions of Age Specific Groups:**

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*



- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

**Populations Served for this position:**

☐ Neonate    ☒ Child    ☒ Adolescent    ☒ Adult    ☒ Geriatric    ☐ NA

**EDUCATION & TRAINING REQUIREMENTS**

- High School diploma or equivalent or minimum of 5 years health care related experience.
- Bachelor's Degree in related field with a minimum of 1 year health care related experience.
- Community Health Worker certification preferred at hire, but must be obtained and maintained within 1 year of hire.
- Phlebotomy trained preferred.
- Experience in community charitable programs preferred.

**WORK EXPERIENCE REQUIREMENTS**

- Must have prior experience with computers and computer programs.
- Must demonstrate ability to provide community health screenings within six months of employment.
- Bilingual English/Spanish preferred
- Ability to conduct group and individual educational programs.
- Ability to speak in public.
- Must complete any trainings required by grant-funded positions.
- Good knowledge of interviewing and recording techniques of the surrounding community; program policies; and some knowledge of health issues and health care systems.
- Experience coordinating community resources.

**ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS**

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

**ORGANIZATIONAL COMPETENCIES**

*To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position:*

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff

- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

#### **WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date





## Job Description

<b>Job Title</b>	<b>Outreach and Enrollment Eligibility Specialist (Grant Funded)</b>	Job Code:
<b>Reports to:</b>	Director of Patient Access & Outreach	<b>Revision Date:</b> December 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input checked="" type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____

### GENERAL DESCRIPTION

The Outreach and Enrollment Eligibility Specialist primarily assists applicants with eligibility determination and enrollment within the Federally-facilitated Health Information Marketplace. Additional, this position is responsible for determining applicant eligibility for third party reimbursement sources (Medicaid, Medicare, grant-funded assistance programs), data processing for the admission of new patients into health services, verifying proper coding for third party payment processing, and handling patient eligibility inquiries from prospective applicants and patients.

### ESSENTIAL FUNCTIONS

*Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.*

Performs outreach-based eligibility determination and enrollment activities for patients seeking health insurance coverage through the Health Information Marketplace.

Assist in analyzing specific patient data and provides education on determining appropriate options within the marketplace.

Provides clients with a list of required eligibility documentation for programs supported by Legacy.

Conducts eligibility assessments for clients following procedures and guidelines specific to each program.

Verifies client eligibility for appropriate program based on payer source and client needs.

Performs data entry and registration of clients into electronic patient management, payment processing and claims submission systems.

Complete all necessary eligibility determination paperwork; maintain orderly, accurate and up-to-date patient electronic file.

Conducts renewal eligibility as required by each program.

Confirms eligibility appointments with clients and provides follow up for clients who miss their scheduled appointments.



Sets initial service appointments once eligibility has been determined.

Participates in periodic quality assurance reviews and technical assistance provided by Legacy's Performance Improvement Department.

Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.

Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job-related hazards.

- *Attends all required safety education programs.*
- *Operates assigned equipment and performs all procedures in a safe manner as instructed.*
- *Maintains work area and equipment in condition required by Legacy standards.*
- *Demonstrates proper body mechanics in all functions.*
- *Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.*

Follows Legacy's exposure control plans/blood borne and airborne pathogens.

- *Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment (Universal Precautions).*
- *Assures a safe environment by instituting appropriate control measures.*
- *Attends annual education programs.*

## AGE RELATED COMPETENCIES

### Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

### Populations Served for this position:

☐ Neonate ☐ Child ☐ Adolescent ☐ Adult ☐ Geriatric ☒ NA

## EDUCATION & TRAINING REQUIREMENTS

- High School Diploma or GED, some medical knowledge.
- Bilingual preferred

## WORK EXPERIENCE REQUIREMENTS

- A minimum of 3-5 years of medical billing experience preferred.
- Some training or background in ICD-A / CPT codes preferred.
- Ability to understand and practice bookkeeping and accounting terminology required.
- Knowledge of medical terminology and billing practices preferred.
- Ability to operate computers and other office machines required.
- Must be able to take responsibility and work under pressure



**ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS**

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.

**ORGANIZATIONAL COMPETENCIES**

*To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

**WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date





## Job Description

<b>Job Title</b>	<b>Eligibility Specialist</b>	<b>Job Code:</b>
<b>Reports to:</b>	Eligibility Manager	<b>Revision Date:</b> April 2013
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input checked="" type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____

### GENERAL DESCRIPTION

The Eligibility Specialist determines applicant eligibility for third party reimbursement, processes data necessary for admission of new patients into health services, ensure proper coding for insurance billing, and handle inquiries from prospective applicants and patients.

### ESSENTIAL FUNCTIONS

*Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.*

- Conducts eligibility for clients following procedures and guidelines specific to each program.
- Ensure that client's do not have another payer source such as Medicaid, Medicare, ADAP, and any other third party insurance.
- Register clients into the CPCDMS.
- Complete all necessary paperwork.
- Performs data entry of eligible clients into electronic system.
- Maintains up-to-date and orderly eligibility files.
- Conducts renewal eligibility as required by each program.
- Confirms eligibility appointments with clients.
- Sets initial service appointments once eligibility has been determined.
- Provides clients with list of required eligibility documentation.
- Participates in the Performance Improvement Program
- Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.



Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job-related hazards.

- *Attends all required safety education programs.*
- *Operates assigned equipment and performs all procedures in a safe manner as instructed.*
- *Maintains work area and equipment in condition required by Legacy standards.*
- *Demonstrates proper body mechanics in all functions.*
- *Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.*

Follows Legacy's exposure control plans/blood borne and airborne pathogens.

- *Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment (Universal Precautions).*
- *Assures a safe environment by instituting appropriate control measures.*
- *Attends annual education programs.*

### AGE RELATED COMPETENCIES

#### Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

#### Populations Served for this position:

☐ Neonate ☐ Child ☐ Adolescent ☐ Adult ☐ Geriatric ☒ NA

### EDUCATION & TRAINING REQUIREMENTS

- High School Diploma or GED, some medical knowledge.
- Bilingual preferred

### WORK EXPERIENCE REQUIREMENTS

- A minimum of 3-5 years of medical billing experience preferred.
- Some training or background in ICD-A / CPT codes preferred.
- Ability to understand and practice bookkeeping and accounting terminology required.
- Knowledge of medical terminology and billing practices preferred.
- Ability to operate computers and other office machines required.
- Must be able to take responsibility and work under pressure

### ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.



- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.

**ORGANIZATIONAL COMPETENCIES** – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

## WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, viruses, etc.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date



## Job Description

<b>Job Title</b>	<b>Billing Specialist</b>	Job Code:
<b>Reports to:</b>	Clinical Business Services Director	<b>Revision Date:</b> April 2013
<b>Type of position:</b> <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Holidays <input type="checkbox"/> Unscheduled Part Time (UPT) <input checked="" type="checkbox"/> Temporary <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input checked="" type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____
<b>GENERAL DESCRIPTION</b> <p>The Billing Specialist is responsible for correcting, completing, and processing claims of all payer codes. The Billing Specialist is also required to generate reports from computer in accordance with established procedures.</p>		
<b>ESSENTIAL FUNCTIONS</b> <i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i>		
<p>Responsible for maintaining and/or creating patient accounts within medical software program. Assesses accuracy of demographic and policy information within patient accounts. Photocopies patients' identification and/or insurance cards as appropriate.</p> <p>Responsible for charge and payment entry within medical software program. Coordinates and clarifies with providers when necessary, information that seems incomplete or is lacking for proper account/claim adjudication.</p> <p>Assist in Credentialing providers with various managed care companies. Maintains and responds to requests for provider licensure or other information needed to maintain active status with affiliated organizations.</p> <p>Reviews provider schedules and screens patient financial/demographic information for accuracy. Coordinates with Front Desk staff to update patient records as needed.</p> <p>Reviews patient insurance policy information and works with providers to obtain authorization and referrals, as necessary. Updates this information within medical software program.</p> <p>Assists in reconciling deposit and patient collections.</p> <p>Coordinates with Front Desk staff regarding collection of current or past due patient balances, co-pays, deductibles, etc. Available to answer billing and charge related inquiries by patients, staffs, managed care organizations, etc.</p> <p>Participates in the Performance Improvement Program.</p> <p>Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.</p>		



Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job-related hazards.

- Attends all required safety education programs.
- Operates assigned equipment and performs all procedures in a safe manner as instructed.
- Maintains work area and equipment in condition required by Legacy standards.
- Demonstrates proper body mechanics in all functions.
- Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.

Follows Legacy's exposure control plans/blood borne and airborne pathogens.

- Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment (*Universal Precautions*).
- Assures a safe environment by instituting appropriate control measures.
- Attends annual education programs.

### AGE RELATED COMPETENCIES

#### Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

#### Populations Served for this position:

☐ Neonate ☐ Child ☐ Adolescent ☐ Adult ☐ Geriatric ☒ NA

### EDUCATION & TRAINING REQUIREMENTS

- High School Diploma equivalent required.

### WORK EXPERIENCE REQUIREMENTS

- A minimum of 3-5 years of medical billing experience preferred.
- Some training or background in ICD-A / CPT codes preferred.
- Ability to understand and practice bookkeeping and accounting terminology required.
- Knowledge of medical terminology and billing practices preferred.
- Ability to operate computers and other office machines required.
- Must be able to take responsibility and work under pressure

### ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.



- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.

**ORGANIZATIONAL COMPETENCIES** – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position:*

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

## WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date





## Job Description

<b>Job Title</b>	<b>Contact Center Representative</b>	Job Code:
<b>Reports to:</b>	Call Center Director	<b>Revision Date:</b> November 2013
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input checked="" type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) <b>Hours of Duty: Monday thru Friday; 7AM-7PM</b>
<b>GENERAL DESCRIPTION</b>		
The Call/Contact Center Representative interacts with callers/patients by phone and other means of communication, to schedule appts, provide information, and provide an amazing contact experience.		
<b>ESSENTIAL FUNCTIONS</b>		
<i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i>		
<ul style="list-style-type: none"> <li>• Self-motivated learner, with positive attitude, sense of optimism, ownership and commitment</li> <li>• Properly greet callers, collect and or provide information based on purpose of call and script requirements.</li> <li>• Conduct outreach calls, and general outbound calling</li> <li>• Assist callers/patients as needed, find solutions to questions, and provide amazing contract experience</li> <li>• Willingness to come in and help people every day, and get up and do it again tomorrow</li> <li>• Handle all aspects of patient appointment scheduling and referrals</li> <li>• Ability to use proper language, grammar and style, in verbal and written communications</li> <li>• Ability to understand basic health care industry terms, e.g. primary care, provider, benefits, HIPAA</li> <li>• Ability to research information using available resources, reference FAQ's, and other information resources.</li> <li>• Quick and accurate keyboard typing and navigation with mouse</li> <li>• Respond to customer emails and other non-phone inquiries/communications</li> <li>• Complete any required data entry, call logging and or reporting</li> <li>• Working knowledge in a MS Windows environment, Email, Online/Electronic Forms, Websites</li> </ul>		
<b>AGE RELATED COMPETENCIES</b>		
<b>Definitions of Age Specific Groups:</b> <ul style="list-style-type: none"> <li>• Neonate: Birth – 24 months</li> <li>• Child: 2-12 years</li> <li>• Adolescent: 13-17 years</li> </ul>		



- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

**Populations Served for this position:**

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

**EDUCATION & TRAINING REQUIREMENTS**

- High school graduate or equivalent required.
- Bilingual – English/Spanish strongly preferred, with the ability to read, write, interpret and disseminate information.

**WORK EXPERIENCE REQUIREMENTS**

- Pleasant, professional, and articulate phone voice
- Ability to handle multiple incoming callers/patients, tasks and responsibilities
- Strong verbal and written grammar skills
- Accurate keyboard typing, data-entry and mouse navigation skills
- Knowledge of basic health care industry terminology
- Working computer knowledge of MS Windows, Email, Online/Electronic forms, and websites
- Basic knowledge such as math, alphabetical or numerical filing may also be required.

**ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS**

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

**ORGANIZATIONAL COMPETENCIES** – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

**All Legacy staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct



- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work –our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

#### WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, viruses, etc.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## Job Description

<b>Job Title</b>	<b>Prevention Coordinator (grant funded)</b>	Job Code:
<b>Reports to:</b>	Site Manager – Contact Center	<b>Revision Date:</b> November, 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input checked="" type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____
<b>GENERAL DESCRIPTION</b> <p>Prevention Coordinator identifies and reduces barriers to cancer prevention and care by navigating patients through the complex healthcare systems of Legacy and outside providers. Prevention Coordinator informs patients about the importance of cancer prevention screenings, test, and vaccinations. Prevention Coordinator will focus on colon, breast, PAP, and cervical cancer screenings, assist patients with completing HPV vaccinations, and assist patients with accessing other related healthcare services as appropriate.</p>		
<b>ESSENTIAL FUNCTIONS</b> <i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i> <ul style="list-style-type: none"> <li>• Provide phone contact, to motivate, and encourage patients to complete their preventative cancer screenings for the following: colorectal, breast and cervical cancer and complete HPV vaccinations in a timely manner.</li> <li>• Provide reminder phone calls and send letters to patients regarding appointments scheduled for patients to enhance the completion of tests, screenings and vaccines.</li> <li>• Set and confirm medical appointments as needed, including appointments for other Provider services.</li> <li>• Act as liaison between patient, Legacy provider and all other community providers.</li> <li>• Enter phone notes into Electronic Health Record for each client contact daily.</li> <li>• Work closely with the health care team to establish to provide integrated health care services.</li> <li>• Communicate with Site Director- Contact Center on the status of projects and reports.</li> <li>• Collect and track BI reports (including process and outcomes data reports) from BI for such projects as FIT, Mammography, PAP and HPV.</li> <li>• Collect and report monthly statistics and other reports as requested.</li> <li>• Maintain an effective working relationship with Providers, Site Directors, Managers and Care Teams.</li> <li>• Demonstrates the ability to work with diverse individuals</li> <li>• Displays professionalism, remains composed under stress, takes responsibility for delivering on personal and organizational commitments.</li> <li>• Maintain patient confidentiality in accordance with HIPPA regulation and refrains from formal assessment of patient, psychosocial needs, and counseling.</li> </ul>		



## AGE RELATED COMPETENCIES

### Definitions of Age Specific Groups:

- Neonate: Birth – 24 months
- Child: 2-12 years
- Adolescent: 13-17 years
- Adult: 18-64 years
- Geriatric: 65 years and beyond
- NA: Non-age specific

### Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

## EDUCATION & TRAINING REQUIREMENTS

- High School Graduate or GED a must.
- Experience working as a medical assistant and/or in the healthcare setting, preferred.
- Some knowledge of the medical field and outpatient medical services.
- Great listening, communication, and negotiations skills.

## WORK EXPERIENCE REQUIREMENTS

- Extremely well organized, detailed & number-oriented.
- Dependable, independent self-starter who takes responsibility for their work.
- Must be computer savvy with strong MS Office knowledge, including Word, Excel, Outlook, and Power Point.
- Professional written and verbal communications skills.
- Desire to be a key team member that actively contributes to the overall success of our company and Grants/Programs department. Ability to maintain strict confidentiality of information
- Displays strong customer service skills
- Complies with policies and procedures set forth
- Must demonstrate cultural competency and sensitivity to all populations served.
- Must be able to work in collaboration with a team.
- Must pass a criminal background check.

## ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Proficient in mathematical skills.
- Normal time pressure of decision making.

## ORGANIZATIONAL COMPETENCIES – To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral**



**Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

#### **WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including HIV and the Hepatitis B virus.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date



## Job Description

<b>Job Title</b>	Dietitian	<b>Job Code:</b>
<b>Reports to:</b>	Site Director	<b>Revision Date:</b> September 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____
<b>GENERAL DESCRIPTION</b> <p>Prepares patient diet plans based on physician's orders and provides diet instructions and counsel to patients and their families.</p> <p>*Position may be partially or fully funded by grant(s).</p>		
<b>ESSENTIAL FUNCTIONS</b> <i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i>		
<ul style="list-style-type: none"> <li>• Nutritional assessment, treatment and counseling of patients.</li> <li>• Assesses effectiveness of counseling content and revise as needed.</li> <li>• Documenting all client care within the patient's electronic medical health record system and other data systems as required.</li> <li>• Evaluate lab results.</li> <li>• Consult with client's primary care physician as needed.</li> <li>• Maintain electronic patient management schedules and desktop.</li> <li>• Develop, secure, and maintain any equipment or instructional materials needed to conduct counseling sessions.</li> <li>• Participate in the design, implementation and analysis of program evaluation system and quality assurance plan.</li> <li>• Be available as consultant to clinic staff for questions concerning nutritional information for clients.</li> <li>• Provide and facilitate referrals and linkages to ongoing social and healthcare services as needed.</li> <li>• Participate in Legacy's provider team and site meetings.</li> <li>• Collect and report monthly statistics and other reports as requested.</li> <li>• Attend training workshops and meetings as required.</li> <li>• Promotes effective working relations and works effectively as part of a team to facilitate the department's</li> </ul>		



ability to meet its goals and objectives.

- Other duties as assigned.

### AGE RELATED COMPETENCIES

#### Definitions of Age Specific Groups:

- Neonate: Birth – 24 months
- Child: 2-12 years
- Adolescent: 13-17 years
- Adult: 18-64 years
- Geriatric: 65 years and beyond
- NA: Non-age specific

#### Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

### EDUCATION & TRAINING REQUIREMENTS

- Bachelor's Degree from accredited university in Dietetics.
- Must be registered in the State of Texas as Registered Dietitian.
- A minimum of 2 years experience working in the area of nutritional needs preferred.
- Experience working in a healthcare system preferred.

### WORK EXPERIENCE REQUIREMENTS

- Must have prior experience with computers and computer programs.
- Bilingual English/Spanish preferred
- Ability to conduct group and individual educational programs.
- Must complete any trainings required by grant-funded positions.

### ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

### ORGANIZATIONAL COMPETENCIES – To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.



**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

## WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date





## Job Description

<b>Job Title</b>	Business Intelligence Analyst	<b>Job Code:</b>
<b>Reports to:</b>	Data Warehouse Manager	<b>Revision Date:</b> December 2014
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____

### GENERAL DESCRIPTION

As an integral member of the Business Intelligence (BI) team, the BI Analyst is responsible for design, development, implementation and support of mission-critical enterprise BI reports. Working with cross-functional teams, you will participate to gather and document reporting requirements to meet business needs. The BI Analyst will be responsible for gathering requirements to design, develop, test and implement reports and dashboards that utilize the underlying data stores.

### ESSENTIAL FUNCTIONS

*Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.*

- Participate in business analysis activities to gather required reporting and dashboard requirements
- Translate business requirements into specifications that will be used to implement the required reports and dashboards, created from potentially multiple data sources
- Transition developed reports and dashboards to the business users
- Provide support as required to ensure the availability and performance of developed reports and dashboards for both external and internal users
- Ensure proper configuration management and change controls are implemented for your sphere of influence
- Provide technical assistance and cross training to other team members.
- Provide training and assistance to users for generation of ad hoc reports
- Design and implement technology best practices, guidelines and repeatable processes
- Must be able to perform duties with moderate to low supervision

### AGE RELATED COMPETENCIES

**Definitions of Age Specific Groups:**

- Neonate: Birth – 24 months
- Child: 2-12 years
- Adolescent: 13-17 years
- Adult: 18-64 years
- Geriatric: 65 years and beyond
- NA: Non-age specific

**Populations Served for this position:**

☐ Neonate   ☒ Child   ☒ Adolescent   ☒ Adult   ☒ Geriatric   ☐ NA

**EDUCATION & TRAINING REQUIREMENTS**

- Bachelor's degree in Computer Science, Software Engineering or similar Analytical discipline
- Previous experience in healthcare is strongly desired.

**WORK EXPERIENCE REQUIREMENTS**

- 5+ years' experience in information technology.
- 3+ years of experience in design and delivery of BI solutions including reports, dashboards and self-service analytics.
- Strong knowledge and experience using BI tools like Crystal reports, Tableau, QlikView, SAS and SQL Server Reporting Services.
- Knowledge of the principles, practices, and techniques used in BI solution design and development.
- Good understanding of SQL programming and the ability to write SQL statements of moderate complexity.

**ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS**

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

**ORGANIZATIONAL COMPETENCIES** – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may**



**include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

**WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date





## Job Description

<b>Job Title</b>	<b>Accountant I (1-4 years)</b>	<b>Job Code: 105</b>
<b>Reports to:</b>		<b>Revision Date:</b>
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____

### GENERAL DESCRIPTION

### ESSENTIAL FUNCTIONS

*Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.*

Reconcile balance sheet accounts monthly.

Assist Director of General Accounting with account analysis/reconciliations (i.e. generate reports).

Code non grant-related invoices using approved Chart of Accounts.

Assist with gathering information requested by outside auditing firm for financial audit and 403B plan audit (i.e. spreadsheets).

Other duties as assigned.

Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.

Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job-related hazards.

- Attends all required safety education programs.
- Operates assigned equipment and performs all procedures in a safe manner as instructed.
- Maintains work area and equipment in condition required by LCHS standards.
- Demonstrates proper body mechanics in all functions.



- Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.

Follows LCHS's exposure control plans/bloodborne and airborne pathogens.

- Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment (*Universal Precautions*).
- Assures a safe environment by instituting appropriate control measures.
- Attends annual education programs

## AGE RELATED COMPETENCIES

### Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

### Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

## EDUCATION & TRAINING REQUIREMENTS

- Must be able to communicate effectively with staff, community and the general public
- Must be able to perform duties and responsibilities with or without reasonable accommodation
- Ability to remain calm under stressful conditions
- Must pass criminal background check
- Bachelor's Degree required
- Must have high school diploma or equivalent
- 1-4 years' experience preferred
- Computer experience – Windows, Excel, and Accounting software

## WORK EXPERIENCE REQUIREMENTS

- Proficient knowledge of Accounting
- Knowledge of relevant computer applications
- Proficient in mathematical skills.
- Proficient in data entry and management
- 3 years of Accounts Payable and General Accounting experience
- Ability to remain calm under stressful conditions
- Must pass criminal background check.
- Computer experience – Windows, Excel, and Accounting software.



**ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS**

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

**LEADERSHIP COMPETENCIES**

*To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

**All LCHS leadership staff are required to follow and uphold LCHS's Mission, Vision, and Values, Behavioral Standards, LCHS's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of LCHS
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for LCHS staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the LCHS's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of LCHS staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at LCHS, or attacking specific physicians, or LCHS staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the LCHS family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the LCHS team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

**WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including the AIDS and Hepatitis B viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**Job Title            Director of Programs – State Funded**

**Reports to:        Vice President of Program Development**

### **GENERAL DESCRIPTION**

Provides overall oversight and management of assigned programs and grants, with a strong emphasis on family planning and State-funded programs within a community-based healthcare organization.

### **ESSENTIAL FUNCTIONS**

- Assists the VP of Programs in implementing and managing programs and grants, especially related to family planning and other State-funded clinical programs.
- Provides oversight and direction for all clinical, operational, technical, administrative, contract and grants management, reporting, and programmatic activities associated with assigned programs.
- Ensure productivity goals and budgets are appropriately managed.
- Build and maintain effective inter-departmental relationships to obtain effective program oversight and to meet goals and objectives.
- Work closely with accounting to ensure that each grant is billed appropriately.
- Establish and maintain policies, procedures and workflows that are in agreement with contractual or other program requirements, guidelines, regulations and directives.
- Oversee and implement contractual and regulatory updates to existing programs as needed and/or required by the State.
- Develop and maintain collaborative community partner relationships related to each program.
- Ensure all performance improvement activities are completed as required per program
- Assist in development of marketing and outreach strategies to promote services internally and externally, as needed. Serve as the program spokesperson, liaison and technical resource.
- Provide standards, training, technical assistance, and oversight for program activities across disciplines either directly or in coordination with staff that is particular subject experts.
- Attend all required training seminars, conferences and workshops. Attend all staff meetings as required.
- Demonstrate respect and regard for the dignity of all patients, families, visitors and fellow employees to ensure a professional, responsible and courteous environment.
- Other duties as assigned by the VP of Programs Development.

### **EDUCATION & TRAINING REQUIREMENTS**

- Bachelor's degree and 3+ years of managerial experience in related field.
- Knowledgeable about grants management, state-funded grants preferred.
- Ability to work with medical providers and support staff with an understanding of outpatient medical services.

### **WORK EXPERIENCE REQUIREMENTS**

- A minimum of (2) two years' experience
- Ability to maintain strict confidentiality of information
- Displays strong customer service skills
- Complies with policies and procedures set forth
- Ability to define problems, collect data and establish facts.
- Must maintain non-violent crisis intervention certificates.

- Must demonstrate cultural competency and sensitivity to all populations served.
- Must be able to communicate effectively with staff, community, and the general public.
- Must be able to work in collaboration with a team.
- Must have the ability to remain calm under stressful conditions.
- Must pass a criminal background check.

**WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc.,
- The noise level in the work environment is usually moderate



## Job Description

<b>Job Title</b>	<b>Senior Director of Nursing</b>	<b>Job Code:</b>
<b>Reports to:</b>	Vice President of Clinical Operations	<b>Revision Date:</b> September, 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____
<b>GENERAL DESCRIPTION</b> <p>Leader responsible for patient care delivery, nursing, and nurse practice throughout the facility/region. Provides vision and sets direction for quality evidence-based patient-centered care. Fosters a decentralized participative management style for nursing based on a shared governance approach. Encourages innovative leadership at the department level promoting nurse's decision-making control over nurse practice. Establishes interdisciplinary teams throughout the facilities and the region supporting nursing care and patient care services. Builds collaborative nurse-physician relationships to provide safe, effective, and efficient patient care while ensuring nurses feel empowered to serve as patient representatives/advocates</p>		
<b>ESSENTIAL FUNCTIONS</b> <i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i>		
<p>Leads all nursing and clinical support staff across the organization. Acts as the grant implementation liaison for Clinical Operations, to include development of and implementation of clinical training on procedures, processes and requirements. Monitor data for quality improvement related to nursing and clinical support functions, including grant metrics. Oversee external referral process and internal support staff float pool. Active PCMH team member regarding Coordination of Care, Population Management and the Referral Department. Responsible for providing routine oversight to ensure the regulatory requirements for the Class D Pharmacy, and all medications in the clinic, are being upheld, including appropriate use of inventory logs. Responsible for ensuring all nursing and medical assistant staff receive adequate and ongoing training based on current and emerging clinical care practice. Responsible for ensuring internal and external referral processes function appropriately. Responsible for providing ongoing assessment of OSHA compliance for the Clinic. Will develop and implement Exposure Control and Hazard Communications Plan. Monitor all medical waste for the Clinic for safe handling and disposal; maintain records for Legacy Community Health Services medical waste that allow the waste to be traced from pick up to destroy. Responsible for joint oversight of the system-wide vaccination program with Vice President of Pharmacy. Participates in ensuring all vaccine programs are appropriately stocked, up-to-date and that data entry into ImmTrack is compliant, including verifying that the "no match" report for ImmTrack is resolved by local clinical staff at a minimum, weekly. Demonstrate and direct employees in using a systematic approach in analyzing and utilizing data in problem solving. Leads Nursing Peer Review. Draft and keep current all clinical support staff policies and procedures. Collaborates with Quality Department and EHRS Department regarding nursing and clinical education. Works collaboratively across, up and down the organization.</p>		



## AGE RELATED COMPETENCIES

### Definitions of Age Specific Groups:

- Neonate: Birth – 24 months
- Child: 2-12 years
- Adolescent: 13-17 years
- Adult: 18-64 years
- Geriatric: 65 years and beyond
- NA: Non-age specific

### Populations Served for this position:

☐ Neonate ☒ Child ☒ Adolescent ☒ Adult ☒ Geriatric ☐ NA

## EDUCATION & TRAINING REQUIREMENTS

- A minimum of Master's Degree required
- Active license in the State of Texas as Registered Nurse, Required

## WORK EXPERIENCE REQUIREMENTS

- A minimum of 3 years of RN leadership in hospital or healthcare system with a proven record of success.
- Must possess strong leadership qualities and in carrying out goals and objectives
- Strong conflict-resolution skills
- Demonstrated experience in managing others in a hospital unit or clinic setting

## ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity.
- Normal time pressure.

## ORGANIZATIONAL COMPETENCIES – To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care



- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

#### WORK ENVIRONMENT

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## Job Description

<b>Job Title</b>	Nurse Practitioner	<b>Job Code:</b>
<b>Reports to:</b>	Clinical Site Director	<b>Revision Date:</b> March 2015
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input checked="" type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____

### GENERAL DESCRIPTION

The Nurse Practitioner will be responsible for administering care to patients under the supervision of physicians.

### ESSENTIAL FUNCTIONS

*Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.*

- Follows Nurse Practice Act for their licensure.
- Initiates an appropriate assessment of patient's health status, ranging from focused to comprehensive, depending upon the setting (e.g., emergency, structured screening, scheduled visit).
- Obtains patients' health history from interview of patient and others, and from review of pertinent health records.
- Performs physical examinations.
- Consults with colleagues, supervising Physicians, specialists, and other health professionals as appropriate.
- Orders pertinent diagnostic tests and procedures.
- Performs diagnostic tests and procedures and therapeutic procedures, within the scope of practice, including venipuncture; intradermal tests; intramuscular and subcutaneous injections; electro-cardiogram; application of dressings and bandages; administration of medications; cardiopulmonary resuscitation; auditory screening; visual screening; and aseptic techniques.
- Performs medical procedures including incisions and drainage, wound care, debridement, and suturing of lacerations; and applies and removes casts and traction devices.
- Collects specimens for and carries out commonly performed blood, urine, and stool analyses and cultures.
- Interprets health information and establishes diagnoses consistent with the accumulated data.
- Formulates treatment plan, ensuring timely provision of necessary health care services.



- Orders necessary medications and other therapeutic equipment and supplies within the scope of practice.
- Educates and informs patients regarding the nature of the illness and the progress of evaluation and treatment.
- Educates patients regarding health promotion and disease prevention.
- Analyzes accumulated health information and collects additional observational, interview, historical, physical examination, and diagnostic data, modifying treatment as appropriate.
- Makes health record entries which are legible, concise, and timely.
- Advocates for the rights of patients.
- Provides primary clinical therapy and treatment of individual and groups of patient(s).
- Participates in formulating, interpreting, implementing, and evaluating objectives, policies, and procedures.
- Participates in various committees to improve the quality of health care.
- Participates in the collection and preparation of reports on patient care activities.
- Conducts audits related to advanced practice health care techniques and takes part in quality assurance programs.
- Maintains current knowledge in the field of practice and informs staff of changes.
- Maintains records and prepares reports and correspondence related to the work.
- Performs other related work as required
- Participates in the Performance Improvement Program.
- Participates in extended clinic hours, the after-hours on-call program, triaging calls, consulting with providers and providing appropriate documentation of all client contracts.
- Referral of complex and high priority cases to the physician on duty with regard to complicated diagnostic problems, serious illness, re-evaluation of chronic conditions, etc.
- Assist in patient education, preventative health care, as well as health maintenance concepts.
- Participate in IDT.
- Demonstrates respect and regard for the dignity of all patients, families, visitors and fellow employees to insure a professional, responsible and courteous environment.
- Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.
- Attends all required safety training programs and can describe his/her responsibilities related to general safety, department/service safety, specific job-related hazards.
- Attends all required safety education programs.
- Operates assigned equipment and performs all procedures in a safe manner as instructed.
- Maintains work area and equipment in condition required by Legacy standards.
- Demonstrates proper body mechanics in all functions.
- Checks on the patient's environment and equipment to insure safety. Reports safety concerns promptly to appropriate personnel.
- Follows Legacy's exposure control plans/blood-borne and airborne pathogens.
- Demonstrates knowledge of techniques, procedures and correct use of protective barrier equipment (*Universal Precautions*).
- Assures a safe environment by instituting appropriate control measures.
- Attends annual education programs



## AGE RELATED COMPETENCIES

### Definitions of Age Specific Groups:

- Neonate: Birth – 4 weeks
- Child: 1 month-11 years
- Adolescent: 12-18 years
- Adult: 18-64 years
- Geriatric: 65 years and beyond
- NA: Non-age specific

### Populations Served for this position:

☒ Neonate   ☒ Child   ☒ Adolescent   ☒ Adult   ☒ Geriatric   ☐ NA

## EDUCATION & TRAINING REQUIREMENTS

- Current license from the Texas Board of Nursing and completion of program at an accredited school.

## WORK EXPERIENCE REQUIREMENTS

- Previous experience in an FQHC clinic setting preferred

## ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

**ORGANIZATIONAL COMPETENCIES** – *To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.*

**All Legacy leadership staff are required to follow and uphold Legacy's Mission, Vision, and Values, Behavioral Standards, Legacy's Policies and Procedures, The Code of Conduct and The Code of Ethics and Compliance Plan. In**



**addition, the following competencies are expectations for all employees:**

**Courteous** – Employee is courteous in interactions with customers, which include patients/residents, physicians, fellow-employees and our community.

**Respectful and Confidential** – Employee respects the rights of privacy of our patients/residents and co-workers.

**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
- Interference with the ability of others to do their jobs
- Creation of a "disruptive work environment" for Legacy staff (including volunteers), or medical staff
- Conduct adversely affecting or impacting the community's confidence in the Legacy's ability to provide quality care
- Attacks (verbal or physical) leveled at any member of Legacy staff, medical staff, patients/residents or patients/residents' families that are personal or beyond the bounds of fair professional conduct
- Inappropriate comments or illustrations made in patient medical records or other official documents impugning the quality of care at Legacy, or attacking specific physicians, or Legacy staff
- Non-constructive criticism addressed to the recipient in such a way as to intimidate, undermine confidence, belittle or to suggest stupidity or incompetence.
- Disruptive and disrespectful behavior includes statements that are generated verbally, in writing or electronically in any form including e-mail, text messages, social network sites and blogs.

**Responsive** – Employee responds quickly, graciously and appropriately to customer needs.

**Gratitude and Attitude:** Employee's behavior shows that he/she believes that each of us controls our own attitude and that what is important is not so much as what happens to us, but how we choose to react to it.

**Pride, Ownership and Image:** Employee accepts all the rights and responsibilities of being a part of the Legacy family.

**Communication-** Employee is personally accountable for positive communication with the customer-patients/residents, family members and co-workers.

**Teamwork-** Employee contributes positively to the Legacy team and is committed to treating coworkers with courtesy, honesty and respect. Employee abides the Attendance Policy. Employee has team pride in the purpose of our work – our patients/residents.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to handle frequent change, delays, or unexpected events.

**WORK ENVIRONMENT**

- May be exposed to infectious waste, diseases, conditions, etc., including viruses.
- The noise level in the work environment is usually moderate

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

Employee Signature

Date



## Job Description

<b>Job Title</b>	<b>Medical Assistant I</b>	<b>Job Code:</b>
<b>Reports to:</b>	Clinical Nurse Manager	<b>Revision Date:</b> December, 2014
<b>Type of position:</b> <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Unscheduled Part Time (UPT) <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Holidays <input type="checkbox"/> Evenings/Weekends		<b>Position Classification:</b> <input type="checkbox"/> Exempt ( <i>not eligible for overtime</i> ) <input checked="" type="checkbox"/> Hourly ( <i>eligible for overtime</i> ) Hours of Duty: _____
<b>GENERAL DESCRIPTION</b> <p>The Medical Assistant I assists providers in all exams and minor office procedures; maintaining supply inventory in exam rooms; cleaning and sterilizing equipment; ordering and unpacking all supplies; giving injections and drawing blood.</p>		
<b>ESSENTIAL FUNCTIONS</b> <i>Essential functions are those tasks, duties, and responsibilities that comprise the means of accomplishing the job's purpose and objectives. Essential functions are critical or fundamental to the performance of the job. They are the major functions for which the person in the job is held accountable.</i>		
<p>Interview patients to obtain medical information and measure their vital signs, weight, and height. Record patients' medical history, vital statistics and information such as test results in medical records.</p> <p>Collect blood, tissue or other laboratory specimens, logging/documenting, and prepare them for testing.</p> <p>Assists physicians to examine and treat patients, handing them instruments and materials, performing such tasks as giving injections and removing sutures.</p> <p>Prepare treatment rooms for patient examinations, to include cleaning and restocking.</p> <p>Clean and sterilize instruments and dispose of contaminated supplies.</p> <p>Phone consultation with clients regarding test results &amp; health concerns.</p> <p>Processing of blood and other specimens, ensuring all specimens are properly labeled and packaged for lab pick up.</p> <p>Perform phlebotomy and other diagnostic tests as needed. Administer oral, intramuscular, SubQ, and topical medications as ordered.</p> <p>Ensure proper documentation of patient care.</p> <p>Responsible for keeping all exam rooms stocked with supplies; checking exam room stock for expired dates and changing out sharps containers/ biohazard waste as needed.</p> <p>Assisting with programs such as the Hazard Communication and Accident Prevention plans associated with OSHA compliance.</p>		



Participates in the Performance Improvement Program.

Demonstrates respect and regard for the dignity of all patients, families, visitors, and fellow employees to ensure a professional, responsible and courteous environment.

Promotes effective working relations and works effectively as part of a team to facilitate the department's ability to meet its goals and objectives.

Works within the context of a primary care medical home, applying a team based approach to care while working in partnership with patients/families to promote: timely access to care, understanding of patient care that is culturally sensitive and language appropriate, continuity of care, and the improvement of the whole-person through the teaching of appropriate self-management skills.

Attends all required safety training programs and is knowledgeable of his/her responsibilities related to general safety, department/service safety, specific job-related hazards.

- *Attends all required safety education programs.*
- *Operates assigned equipment and performs all procedures in a safe manner as instructed.*
- *Maintains work area and equipment in accordance to Legacy and government policies/requirements.*
- *Demonstrates proper body mechanics in all functions.*
- *Checks on the patient's environment and equipment to ensure safety. Reports safety concerns promptly to appropriate personnel.*

Follows Legacy's exposure control plans/blood-borne and airborne pathogens.

- *Demonstrates knowledge of techniques, procedures, and correct use of protective barrier equipment (Universal Precautions).*
- *Ensures a safe environment by instituting appropriate control measures.*
- *Attends annual education programs.*

#### AGE RELATED COMPETENCIES

##### Definitions of Age Specific Groups:

- *Neonate: Birth – 24 months*
- *Child: 2-12 years*
- *Adolescent: 13-17 years*
- *Adult: 18-64 years*
- *Geriatric: 65 years and beyond*
- *NA: Non-age specific*

##### Populations Served for this position:

☐ Neonate    ☒ Child    ☒ Adolescent    ☒ Adult    ☒ Geriatric    ☐ NA

#### EDUCATION & TRAINING REQUIREMENTS

- High school diploma or equivalent required
- Certificate of Medical Assistant preferred but not required
- CPR/BLS training required
- Bilingual English/Spanish preferred

#### WORK EXPERIENCE REQUIREMENTS

- Basic front desk, clerical or healthcare support specialist skills/experience.
- Ability to work with clinical staff, works well under pressure, and multitask within a multidisciplinary team.
- Commitment to the concepts of preventive health care and team approach to health care delivery.
- Phlebotomy skills preferred but not required.
- Experience working in electronic medical records helpful but not required.
- Experience working with computers.

- Experience with Microsoft Office applications.

### **ESSENTIAL FUNCTIONS – PHYSICAL & MENTAL REQUIREMENTS**

*Note: Reasonable accommodations may be made for individuals with disabilities to perform the essential functions of this position.*

- Frequently required to sit; occasionally required to stand and walk.
- Occasionally required to reach with hands and arms.
- Frequently required to talk or hear.
- Occasionally required to lift and/or move up to 25 pounds.
- Occasionally required to bend, twist or climb.
- Moderate concentration/intensity, which includes prolonged mental effort with limited opportunity for breaks.
- Normal memory, taking into consideration the amount and type of information.
- Moderate level of complexity for decision making.
- Normal time pressure of decision making.

### **ORGANIZATIONAL COMPETENCIES – To perform this job successfully, the employee will demonstrate the following competencies to perform the essential functions of the position.**

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**Ensures cultural differences are respected. Refrains from disruptive and disrespectful behavior which may include, but is not limited to:**

- Obstruction of the operation of Legacy
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## WORK ENVIRONMENT

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- The noise level in the work environment is usually moderate.

Legacy Community Health Services has reviewed this job description to ensure that essential functions and basic duties have been included. It is not intended to be construed as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

I have read and understand my responsibilities for this role at the Legacy Community Health Services as noted above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

- 5) System used to identify, report, and monitor adverse outcomes;  
and**
- 6) Process used to develop and monitor use of Protocols and  
Standing Delegation Orders, including the staff involved in the  
process.**

The Quality Assurance Department is overseen by Legacy's Chief Medical Officer, Dr. Ann Barnes MPH, and managed Legacy's Senior Director of EHRS and Quality Assurance, Chris Hughes, RN. The Chief Medical Officer is a Board Certified physician and a Master of Public Health. The Senior Director of Quality & EHRS is a Registered Nurse (RN) and possesses over 18 years of nursing experience. Legacy's Chief Medical Officer also lead's the agency's Quality Committee. This is a standing committee that maintains statutory responsibility for guiding Quality Assurance Department trajectory. To ensure the highest level of consumer satisfaction and the quality of contractor performance with programmatic and contractual requirements, Legacy's Healthy Texas Women program (Fee-for-Service and Cost Reimbursement) will include robust quality assurance and improvement processes led by intradepartmental Leadership in conjunction with the organization's Quality Assurance Department. The provision of quality services begins with department leadership. These personnel will ensure that staff members are adequately trained and monitored. The Quality Assurance Department then conducts audits. When problems are discovered the Quality Assurance Department, in conjunction with intra-department leadership devise a Corrective Action Plan (CAP) that outlines steps to rectify the issue. All CAPs are submitted to, reviewed, and ultimately approved by the Quality Committee. Progress is reported to the Quality Assurance Department by the department under the CAP. The agency's on-going measurement and monitoring program covers a multitude of variables including clinical, financial, operational, as well as patient and staff satisfaction. The data sources for monitoring and measuring include, but are not limited to:

- Reports from external audits and chart reviews, data from internal chart reviews and audit processes utilizing established Standards of Care and Outcome Measures, client satisfaction surveys, reports from Client Advisory Councils, and other focus group meetings, reports of formal and informal client complaints, demographic data from various care programs and services, reports documenting visit frequency and missed appointments, staff-generated reports delineating key concerns or quality issues.
- Peer reviews are conducted by licensed practitioners and medical directors to evaluate the provision of services and determine clinical competency. Findings and are based on current clinical practice guidelines.

Legacy completes quality assurance and performance improvement assessments of each program and activity within the organization to identify the level of utilization of various programs and activities, as well as to ensure the maximum level of quality care provided to patients through systematic review processes. Continuous outcome and other process measures is the cornerstone of Legacy's performance improvement process. These on-going quality control and assessment activities determine whether or not the organization's systems are operating at "acceptable" levels. The success and diligence of the agency shall be based on the routine monitoring and shall be conducted on those items considered key indicator of success and diligence by the organization, funding sources, or regulatory agencies.



The Quality Assurance Department is structured independent of clinical and non-clinical programs, and is managed by the Senior Director EHRS & Quality, Mr. Chris Hughes, RN. To improve and maintain services, it is of primary importance that both internal and external chart reviews and audits be reviewed and studied. Electronic systems used to measure data include the agency's patient management and electronic health record system, Centricity; CPCDMS (Centralized Patient Care Data Collection System) for Ryan White funded services; and various internal databases. Legacy utilizes two processes for reviewing any given outcome, universal reporting or random sampling. Reporting outcomes on the universe is the optimal outcome measurement, and is completed through the use of the agency's electronic health record. Random sampling reviews a subset of the universe if universal reporting is not feasible due to the volume or type of data being collected. Legacy utilizes random sampling to review patient health records for thoroughness, and provide quality improvement trainings to appropriate staff as necessary. Legacy's Risk Coordinator, Magaly Coronado is responsible for monitoring patient satisfaction via survey. Each clinic location has client satisfaction surveys distributed throughout the lobby and front desk. Findings from client satisfaction surveys are reported in a similar manner as chart audits, and when possible, Legacy will follow up with responders to gain insight into their experiences to continue to improve the service delivery experience. This information is reported to the Board of Directors monthly. During each program audit process, the Quality Assurance Department compiles a report outlining the key findings, reporting this information to the internal staff Quality Committee, as well as the Strategic and Quality Initiatives subcommittee of the Board of Directors. Findings from all evaluations and assessments, internal and external, are forwarded to Legacy's Executive Leadership.

The staff based Quality Committee conducts meetings at least six times per year, with optimal meetings scheduled each month, to discuss outcomes of chart audits. The Quality Committee is responsible for reviewing all evaluations and assessments forwarded by Department Directors and external regulatory bodies. The Quality Committee is composed of representatives from all departments and programs throughout the organization. In addition to the active role of Legacy's staff in the quality process, the Board of Directors also takes an active role in the quality assurance and performance improvement process. The Quality Committee will forward a summary of findings to the Strategic and Quality Initiatives subcommittee of the agency's Board of Directors, and subsequently, the subcommittee presents this data at each meeting with the full Board of Directors. Legacy's Performance Improvement Plan is available to our partnership agencies at their request.

To provide the level of quality support that will be needed for Healthy Texas Women program, Legacy proposes to add 1 new FTE for a registered nurse as a Quality Analysts (Quality Registered Nurse). This employee will work under the Quality Assurance Department to conduct chart audits and facilitate quality improvement initiatives related to the program. Legacy will also enhance its Business Intelligence department by supporting .5 FTE for a business intelligence analyst. This employee will work under the Business Intelligence Department to extract and analyze data from our data warehouse. Legacy leverages an extensive data warehouse infrastructure to index, catalog, and analyze health trends in its patient catchment.

#### **Professional Development:**

- a. **Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and**

All Legacy staff experience cultural sensitivity training upon on-boarding at Legacy. This includes a movie and brief discussion on perspectives held by each attendee. This seminar is conducted by Legacy's Human Resources department.

Legacy uses Community Advisory Committees (CACs) to help ensure services and programming is provided in a manner that is acceptable to both the target audience and general community. CACS assess the cultural competency level of the staff, review program materials and determine if services are provided in a developmentally, educationally, and linguistically appropriate manner through client feedback and community conversations. Members of the CAC include individual patients and representatives from community based organizations such as churches, schools, and local businesses. The aggregate CAC includes a spectrum of various professions, income levels, health needs, and populations residing in the proposed service area. Members of the CAC assist staff in understanding the community, local culture, local perspectives on need, and local perspective on service delivery.

To better serve the community accessing services at Legacy, the various program managers work with Human Resources to drive a concerted systematic effort to employ culturally respectful and linguistically appropriate staff members as well as volunteers across all its services. Consistent with CLAS Standard 4, these areas include the Front Reception area, administration, program support, and direct services. Legacy employs staff who are fluent in Spanish and English and has staff that speaks other languages, such as American Sign Language, Portuguese, Farsi, Mandarin, Japanese, Cantonese, Swahili and French, to name a few and are experienced in interpreting for clients in a medical environment. Any and all new hires who indicate that they speak a second language are tested in that language to assure their fluency. All services offered through Legacy are written in English and Spanish (as these are the primary languages we encounter in its service delivery) and are also posted throughout the clinic system in both languages. Consistent with CLAS Standard 5, during intake and eligibility determination, all consent forms are provided in English and Spanish and if another language is required those are addressed on a case-by-case basis. It is also noted at this point during intake whether or not the client will need interpreter services and charts are marked accordingly. In the event that Legacy staff members are not able to provide the necessary interpretation services, in accordance with CLAS Standard 6, Legacy also contracts with Alliance for Multicultural Communication Community Services – Healthcare Interpreter Program, which has a specific medical component to its services, to interpret additional different languages. Legacy does not permit any patient to have a family member or friend as an interpreter. CLAS Standard 7 requires materials to be available in easily understood materials and signage. All of Legacy's clinic materials have been adapted to target culturally diverse populations and have also been expanded to give attention to women, transgender, and other underserved populations. These materials are provided throughout the Legacy clinic system. Respectful of all levels of literacy, some Legacy materials (where possible) communicate through pictures where no language is required to understand the message and some materials are presented in low literacy language – readability tests are done to make certain that information is not written at a level too high for most to comprehend. While Legacy's marketing efforts are promoted in the various local publications in Spanish and English, Legacy also promotes to various culturally specific communities like the GLBT, Hispanic and African-American communities with culturally appropriate language and graphics.

Legacy's staff is comprised of diverse racial, ethnic, gender, and social backgrounds, reflective of the target populations, and serve to meet the ever-changing and expanding needs of Legacy's clientele. Staff members assigned to conduct Healthy Texas Women activities are experienced in



providing eligibility and enrollment, direct client care, and education and guidance to high risk populations, and are aware of cultural norms and beliefs among various groups of individuals. Opportunities for staff enrichment and cultural sensitivity training will be offered to gain pertinent knowledge and skills to conduct testing services across multiple sensitive and diverse populations. Health education messages and materials will be provided with sensitive language to clients that address techniques targeting reduced sexual risk activities. All information will be presented in an unbiased and culturally competent manner that establishes a rapport and encourages open dialog in the relationship between the staff and client.

Legacy's Community Advisory Council (CAC) for the Beaumont service area, along with the organization's Marketing and Communications Department are also integral in identifying and developing effective health education messages for delivery to the target communities; appropriate messaging venues; assessing the level of cultural competency by the staff; and determining if services/program materials are provided in a developmentally, educationally, and linguistically appropriate manner. Legacy recruits CAC members from the organizations internal client base and from local leadership within the community. Legacy has three decades of experience tailoring its message materials to various cultural groups in the service area – these include African Americans, Hispanics, Anglos, and the LGBT community. Legacy's messages per Healthy Texas Women will be developed for delivery by Legacy's Public Health Services staff through intensive trainings to ensure cultural and risk sensitivity.

- b. Identify staff, including job titles, that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**

Legacy staff to attend the HHSC required trainings will include Ms. Tina Megdal – Vice President of Program Development; Ms. Melisa Garcia – Vice President of Clinical Business Services; the eventual Director of Programs – State Funded (this position is currently vacant); and Dr. Vian Nguyen, the Medical Director of Clinic OB/GYN.

**Recruitment:**

**Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.**

Legacy proposes to provide community based health education through community health workers and patient educators interspersed throughout the service area. Services will include educational activities related to the services available to HTW Fee-for-Service Program enrollees in conjunction to the education activities currently provided. Education provided at this time includes curriculum on HIV/STD testing, blood pressure monitoring, hypertension and diabetes screening, family planning and safer sex education, and wellness education services. The goal of Legacy's Community Education and Outreach program is to inform the community of Legacy's Healthy Texas Women and Family Planning Services while providing much needed education to individuals in those communities in an effort to prevent unwanted pregnancies, STDs and HIV, increase access to family planning methods, specifically Long Acting Reversible Contraceptives, and foster responsible decision making by individuals and families. Outreach, In-reach, and education to the Priority Population will be the task of Marketing and Communications, Community Relations Managers; Community Health Workers; Patient Educators; the Outreach and Enrollment Team; and even the providers themselves.

The Marketing and Communications staff, inclusive of paid media, digital media, non-paid media and community relations, will work to increase awareness of Healthy Texas Women and Family Planning services. Legacy will implement the following key activities to promote Healthy Texas Women and Family Planning services to the target population.

**Paid Media**

A variety of paid media are available to help promote this message and include print, magazine radio, outdoor opportunities.

**Digital Media**

Legacy will leverage our existing digital platform to promote this program to our target market and current patients. Digital media include Facebook, Twitter, Website, and our Blog.

**Non –Paid Media**

Through relationship and media presence, Legacy will work to raise awareness around this program through appropriately timed press releases, PSA announcements and coverage on the agencies drive-time FM radio show, The Pulse.

Community Relations Managers (CRM), one in each of our targeted communities, will be responsible for the distribution of flyers and pamphlets to local community agencies, schools, housing and apartment complexes, colleges and universities, community centers and detention centers. These collateral materials will be updated based on input from Legacy's Community Advisory Council. Community outreach will be provided throughout the Houston, Baytown, and Beaumont areas and include scheduled health tables at community events and presentations to inform various community organizations or community members of the Healthy Texas Women and Family Planning services available at Legacy's clinical sites. In addition, the CRM staff is responsible for forging relationships with community agencies that engage with similar populations to Legacy. Through formal agreements, the partner agency agrees to actively refer clients to Legacy Community Health on a regular basis for their health care needs.

The CRMs, along with Community Health Workers (CHW), will team up to participate in health fairs and local events and functions. Legacy will work collaboratively with other community agencies that are likely to serve individuals in need of family planning services. The CRM staff works with partner agencies including schools, colleges, community based agencies, detention centers, church groups, etc., to set up educational presentations facilitate by the CHWs. The CHWs will be available for free group education sessions at Legacy's various FQHC clinics and at other clinics or social services agencies in the community. Educational sessions can be done in one or a series of sessions depending on the interests of the group. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will also offer parent education to help parents talk with their children and youth within their own family values. CHWs will be available to conduct workshops or presentations across each area by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the CHWs and the CRMs to meet identified individual or community needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our grassroots efforts in each of our communities. Through flier distribution, community



education and formal relationships, the CRM staff will be able to help inform the target population of this program.

The Outreach and Enrollment Team (O/E Team) is a component of Outreach. The O/E Team are eligibility specialists specially trained by Legacy to engage and assist community members in environments outside the walls of Legacy clinics. The O/E Team is currently outfitted with mobile eligibility units, inclusive of a laptop, scanner/printer, HotSpot connection and electrical supply components. Legacy will leverage existing equipment already in use for the provision of these services. This allows the team to provide services in places such as schools, community health fairs, churches, multi-service centers and businesses. Providing services through a mobile approach also reduces barriers, such as transportation and child care, which are often impediments to receiving services for the target population. Legacy has successfully implemented this approach, which resulted in increased enrollments for patients considered hard-to-reach.

In-reach and education is the responsibility of Legacy's providers and Patient Educators. Providers represent a critical opportunity to educate patients on the types of services provided under HTW as well as the health benefits of service. Providers will engage patients in an inclusive and respectful dialog during visits. When a patient presents a need for more education they will be referred to Legacy's Patients Educators. These staff members will be available for education sessions at Legacy's various FQHC clinics. Educational sessions can be done in one or a series of sessions depending on the needs of the client. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will offer parent education to help parents talk with their children and youth within their own family values. Patient Educators will be available to conduct workshops or presentations at Legacy clinics by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the Patient Educators to meet identified individual needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our education efforts through in-reach.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;**

Legacy will provide the following LARC Methods at Legacy clinics: Nexplanon, Paragard, Mirena, and Depo-Provera injections. Legacy currently refers patients to LBJ, Ben Taub and St. Joseph's Hospitals for sterilization procedures.

- b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and**

Legacy will conduct client education activities focused on LARC usage and efforts in order to increase LARC utilization rates in the priority population. These educational efforts form a major component of the Outreach, In-Reach, and client education activities described above. Community Relations Managers (CRM), one in each of our targeted communities, will be responsible for the distribution of flyers and pamphlets to local community agencies, schools, housing and apartment complexes, colleges and universities, community centers and detention centers. Community



outreach will be provided throughout the Houston, Baytown, and Beaumont areas and include scheduled health tables at community events and presentations to inform various community organizations or community members of the Healthy Texas Women and Family Planning services available at Legacy's clinical sites. In addition, the CRM staff is responsible for forging relationships with community agencies that engage with similar populations to Legacy. Through formal agreements, the partner agency agrees to actively refer clients to Legacy Community Health on a regular basis for their health care needs.

The CRMs, along with three full-time Community Health Workers (CHW) will team up to participate in health fairs and local events and functions to educate women about the full benefits of LARCS, including their long-acting nature. Legacy will work collaboratively with other community agencies that are likely to serve individuals in need of family planning services. The CRM staff works with partner agencies including schools, colleges, community based agencies, detention centers, church groups, etc., to set up educational presentations facilitate by the CHWs. The CHWs will be available for free group education sessions at Legacy's various FQHC clinics and at other clinics or social services agencies in the community. Educational sessions can be done in one or a series of sessions depending on the interests of the group. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will also offer parent education to help parents talk with their children and youth within their own family values. CHWs will be available to conduct workshops or presentations across each area by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the CHWs and the CRMs to meet identified individual or community needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our grassroots efforts in each of our communities. Through flier distribution, community education and formal relationships, the CRM staff will be able to help inform the target population of this program.

In-reach and education is the responsibility of Legacy's providers and Patient Educators. Providers represent a critical opportunity to educate patients on the types of services provided under HTW as well as the health benefits of service. Providers will engage patients in an inclusive and respectful dialog during visits. When a patient presents a need for more education they will be referred to Legacy's Patients Educators. These staff members will be available for education sessions at Legacy's various FQHC clinics. Educational sessions can be done in one or a series of sessions depending on the needs of the client. Age appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will offer parent education to help parents talk with their children and youth within their own family values. Patient Educators will be available to conduct workshops or presentations at Legacy clinics by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the Patient Educators to meet identified individual needs. All presentations and educational classes will be provided in English and Spanish. A significant part of raising awareness will be our education efforts through in-reach.



**c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

Legacy routinely hosts device manufacturers and representatives at clinics for lunch and learns and in services focused on educating and training staff on device utilization and best practices. Legacy's Senior Director of Nursing, Candace Cains will also provide skills demonstration workshops to Legacy providers. These workshops will focus on honing provider skill sets by having the providers prove competency to the Senior Director of Nursing with follow up training and education provided as appropriate.

- 1. For each program component, respondent must propose at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Respondent must:**
  - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;**
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;**
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;**
  - d. Define the time frame for accomplishing each objective/activity.**
  - e. Describe in specific terms how respondent will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."**

### FORM I: WORK PLAN

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals: To ensure appropriate and accurate services are rendered through high level coordination of program administration and management staff.</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
1. Provide program oversight for the HTW program	1. Hire and train Director of Programs-State Funded Programs	1. Director hired and trained by August 31, 2016	1. VP of Program Development	1. August 31, 2016
2.Utilize Legacy's Electronic Health Record to provide clinical support to providers	2. Develop workflows for all required health care and family planning services and train providers on the EHRs usage	2. Number of providers trained on the EHRS clinical support and documentation	2. Senior Director of Quality and EHRS	2. August 31, 2016
3.Provide programmatic financial oversight	3. Monthly Grant Billing Meetings are held to determine if programmatic expenditure is on pace to meet contractual obligations	3. Units of service provided per month, program expenditure per month (projected), and program expenditure per month (actual)	3. VP of Accounting VP of Program Development Director of Programs – State Funded	3. Monthly, August 2017

### FORM I: WORK PLAN

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>				
<b>Goals: Ensure services are rendered to the appropriate patient populations with the high quality care that is based on best practices and current standards of care.</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>



1. Review and assess quantitative and qualitative data to ensure program requirements are successfully met.	1. Conduct Peer Reviews quarterly.	1. Peer review 10% of providers (not exceed 30 charts)	1. Medical Director of Ob/Gyn and Adult Medicine	1. November 2016 and quarterly thereafter.
	2. Conduct chart audits on patient records biannually.	2. Chart Audits of 10% of charts (not exceed 30 charts)	2. Senior Director of Quality and EHRS	2. February 2017 and bi-annually thereafter.
	3. Conduct audits on eligibility and billing encounters bi-annually.	3. Audits of 10% of eligibility files and billing encounters charts (not exceed 30 charts)	3. Senior Director of Quality and EHRS	3. February 2017 and bi-annually thereafter.
	4. Conduct a financial audit annually.	4. Annual independent auditor results	4. BKD (Independent Audit Firm)	4. Annual
	5. Conduct client satisfaction activities bi-annually.	5. Results of bi-annual satisfaction surveys	5. VP of Marketing and Patient Engagement	5. February 2017 and bi-annually thereafter.
	6. Review information during quality committee meetings 2 times per year.	6. Meeting notes will indicate review of HTW at 2 meetings minimally	6. Chief Medical Officer	6. August 31, 2017
	7. Develop Plans of Corrective actions as needed.	7. Documentation of Plans with Quality Committee Meeting Notes	7. Chief Medical Officer	7. August 31, 2017

## FORM I: WORK PLAN

Program Component C Professional Development				
<b>Goals: Ensure all staff have the appropriate knowledge and training to deliver the expected Healthy Texas Women services.</b>				
Objectives	Activities	Measurement	Staff Responsible	Completion Date

1. Provide all necessary training and information to staff, to include clinical, nursing support, eligibility, billing, CHW, Prevention Coordinator, O/E, quality and financial staff.	<p>1. Key staff will attend the HHSC Contractors Meeting in Austin</p> <p>2. Develop PowerPoint Presentation on HTW requirements and expectations based on HHSC HTW Policy Manual</p> <p>3. Train all current staff on HTW within 60 days of implementation after receiving contract</p> <p>4. Train new staff on HTW within 90 days of hire.</p> <p>5. Conduct a training assessment and to determine what trainings are needed by staff.</p> <p>6. Develop training plan based on assessment</p> <p>7. In-house trainings conducted by medical directors during monthly staff meetings at least 2 times per year.</p>	<p>1. Attendance records through HHSC.</p> <p>2. Placed on Legacy's training tool—Blackboard in time for training current and new staff.</p> <p>3. Documented training in employee HR file</p> <p>4. Documented training in employee HR file</p> <p>5. Documented results of assessment filed in HR.</p> <p>6. Documented training plan included topics and dates of expected training.</p> <p>7. Documented in meeting notes.</p>	<p>1. Medical Directors, VPs of Program Development, Finance and Clinical Business</p> <p>2. Medical Director of Ob/Gyn and Program Director</p> <p>3. Human Resources</p> <p>4. Human Resources</p> <p>5. Director of Programs – State Funded</p> <p>6. Director of Programs – State Funded</p> <p>7. Medical Director</p>	<p>1. September 30, 2016</p> <p>2. August 31, 2016</p> <p>3. August 31, 2016</p> <p>4. As needed</p> <p>5. August 31, 2016</p> <p>6. September 30, 2016</p> <p>7. December 2016/June 2017</p>
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### FORM I: WORK PLAN

#### Program Component D Recruitment

**Goals: Recruit and enroll eligible HTW clients to meet stated performance measure of 4,000 women.**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Provide Community outreach and education related to HTW services within targeted communities.	<p>1. Community Relations Managers build relations with community based organizations to establish direct referral agreements.</p> <p>2. Community Health Workers will conduct community education</p>	<p>1. A minimum of ten relationships per year as documented in Salesforce Run Logs or Memorandums of Understanding or Collaborative Working Agreements</p> <p>2. A minimum of sixteen community</p>	<p>1. Director of Community Relations</p> <p>2. Director of Public Health</p>	<p>1. August 31, 2017</p> <p>2. August 31, 2017</p>



	<p>events at various community based organizations, including Legacy clinics.</p> <p>3. Legacy's Outreach and Enrollment Team will attend community level events and co-locate within the community with the goal of enrolling eligible women into the HTW Fee-For-Service program.</p>	<p>education events.</p> <p>3. Legacy's Outreach and Enrollment Team will attend A minimum of sixteen community education events.</p>		
2. In-Reach of Legacy's current patients	<p>1. Develop seamless referral from primary care to family planning.</p> <p>2. Notify all current Medicaid pregnant patients of automatic enrollment into HTW and provide linkage to appointments</p> <p>3. Marketing will send a letter to existing EPHC patients explaining the change to the new HTW program.</p> <p>4. Patient Educators will conduct sixteen educational sessions to educate current patients about HTW services.</p> <p>5. Community Advisory Council will be facilitated once a quarter.</p>	<p>1. The number of referrals made from Legacy's Primary Care Program into Legacy's Family Planning Program.</p> <p>2. Documentation of notification.</p> <p>3. Documentation of letter and patient mailing list.</p> <p>4. Notes documented in patient file from education session.</p> <p>5. Meeting notes from CAC sessions.</p>	<p>3. Director of Clinical Business Services</p> <p>1. Medical Directors of Adult Medicine and OB/GYN</p> <p>2. VP of Marketing and Patient Engagement</p> <p>3. VP of Marketing and Patient Engagement</p> <p>4. Director Public Health</p> <p>5. Director of Community Relations</p>	<p>3. August 31, 2017</p> <p>1. August 31, 2017</p> <p>2. July 31, 2016</p> <p>3. July 31, 2016</p> <p>4. August 31, 2017</p> <p>5. August 31, 2017</p>
3. Legacy's Eligibility Specialists will enroll women into the HTW Fee-For-Service Program.	<p>1. Eligibility Specialists will enroll women into the HTW Fee-For-Service program.</p>	<p>1. Patient Eligibility counts as documented within Centricity.</p>	<p>1. VP of Clinical Business Services</p>	<p>1. August 31, 2017</p>

## FORM I: WORK PLAN

### Program Component E LARC Usage

**Goals: Legacy will promote utilization of Long Acting Reversible Contraception's as appropriate.**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
1. Educate the community per LARCs, their benefits, and their availability at Legacy Clinics.  2. Educate current patients per LARCs, their benefits, and their availability at Legacy Clinics.	1. Community Relations Managers will build relations with community based organizations to establish direct referral agreements.	1. A minimum of ten relationships per year as documented in Salesforce Run Logs or Memorandums of Understanding or Collaborative Working Agreements	1. Director of Community Relations	1. August 31, 2017
	2. Community Health Workers will conduct community education events around LARCs at various community based organizations, including Legacy clinics.	2. A minimum of sixteen community education events.	2. Director of Public Health	2. August 31, 2017
	1. Patient Educators will conduct sixteen educational sessions to educate current patients about HTW services, including LARCs.	1. Notes documented in patient file from education session.	1. Director Public Health	1. August 31, 2017
	2. Legacy providers will discuss all birth control methods, including LARCs	2. Notes documented in patient file from education session.	2. Medical Directors of Adult Medicine and OB/Gyn	2. August 31, 2017

**FORM J: ASSESSMENT NARRATIVE****Legal Business Name of****Respondent:**

Legacy Community Health Services, Inc.

**Part A**

<b>Source of Assessment Data</b>	<b>Date of Each Assessment Source</b>
Leading Causes of Death in Harris County, Texas	February 2014
U.S. Census Bureau; American FactFinder	2014
Community Health Needs and Assets Assessment – Episcopal Health Foundation and Legacy Community Health – Sharpstown, Alief and Gulfton; Baytown; Beaumont	November 2015

**Part B**

**1. A description of the community that will be served by the respondent's proposed support services. Geographic boundaries** Legacy's current service area extends from the ten-county Houston-The Woodlands-Sugar Land Metropolitan Service Area (MSA), to the three-county Beaumont-Port Arthur-Orange MSA. The geographic area of the target population includes urban and rural populations within the following Texas counties: Harris and Jefferson. The data analysis that follows is limited to these two counties. **General demographic data:** According to the U.S. Census Bureau, 74.45% of the combined service area's population is 18 years of age or older, while 25.55% of the population is under the age of 18. Persons 65 years of age and over represent 11.1% of the population. Females represent 49.5% of the target population, with women of child bearing age representing 41% of the target population. The racial and ethnic composition of Harris County is approximately 71.4% White, 19.3% Black, 6.4% Asian and 21.4% persons of Hispanic or Latino Origin. Caucasian individuals who are not of Hispanic or Latino Origin represent 32.7% of the population. The racial and ethnic composition of Jefferson County is approximately 59.3% White, 34.4 % Black, 3.8% Asian and 18.5% persons of Hispanic or Latino Origin. Caucasian individuals who are not of Hispanic or Latino origin represent 42.9 % of the population. **General socioeconomic data:** The U.S. Census Bureau estimates the median household income in Harris County as \$53,137, the median household income in Jefferson County as \$42,568, and the median household income of Texas as \$51,900. Within Harris County, 13% of households earn incomes at or below \$15,000 annually, with 17% of Jefferson County households represented within this threshold. From 2009-2013, Harris and Jefferson Counties had 18.5% and 21% of their respective populations living in poverty. The largest occupational categories within the Harris County area are: educational services, health care and social assistance (19.0%); professional, scientific and management services (13.2%); manufacturing (11.3%); retail trade (11 %) and construction (8.8%). Within the Jefferson County area, the largest occupational categories are: Educational services, health care and social assistance (22.8%); manufacturing (13.8%); retail trade (12.8%); construction (9.6%) and entertainment (8.3%). Of the populations within each of the service areas, 77.9% of individual within Harris County and 82.1 % of individuals within Jefferson County have obtained a high school diploma. **General description of community-wide health status:** Overall, the community health characteristics within the target communities of Harris and Jefferson Counties are similar. **Morbidity/mortality:** The leading causes of death within the target communities are heart disease, cancer, stroke, accidental death, and chronic lower respiratory disease. The mortality rates for Jefferson County average 18.6% higher than the Texas average. In 2012 Obesity rates in Texas were 29.2% of the total population. Harris County's obesity rate of 27% of the total population was only slightly less than the State. However, Jefferson County's obesity rate of 36.7% exceeds that of the State by nearly 10 percentage points. Harris County's age



adjusted diabetes rate of 8.7% per 100 persons is only slightly less than the State's 10.6%. Jefferson County age adjusted diabetes rate of 11.4% per 100 persons exceeds the statewide rate. Both Harris and Jefferson County infant mortality and prenatal-maternal mortality rates exceed those of the state. In 2014, the infant mortality rate was 6.3 deaths per 1,000 births in Harris County, and 6.5 deaths per 1,000 births in Jefferson County, both exceed the Texas rate of 6.1 deaths per 1,000 births. Prenatal-maternal mortality rates per 100,000 live births for both Harris (10.1%) and Jefferson County (8.9%) either exceed that of the State (9.4%) or measure slightly less. **Insurance Coverage:** At 22% of the total population, Texas still leads the nation in uninsured residents according to the U.S. Census Bureau's *2013 Health Insurance Coverage in the United States* report. The same report states that 13.4 % of the nation's population lives without health insurance of any kind. Both Harris (29%) and Jefferson County (27.5) uninsurance rates are both more than double that of the Nation and each far exceeds that of the State. With such dismal health insurance coverage in Harris and Jefferson Counties, matching Primary Health Care funding with where the grant eligible population access health care become incredibly important. Healthcare infrastructure: 1.75 times higher than the Medicaid-insured and about 1.25 times higher than other insured. In a report by the Texas Department of State Health Services of Potentially Preventable Hospitalizations, adult residents of Jefferson County received \$663,528,444 in potentially preventable hospitalization charges.

**2. A description of the Priority Population including: Geographic service area** includes urban/impooverished areas of Harris and Jefferson county. Legacy's services will be concentrated in the following areas of Houston: Southwest Houston—including Sharpstown, Alief, Gulfton; North East Houston-- including The Fifth Ward; Central Houston --- including Montrose; and South East Houston-- including the East End; and the cities of Baytown and Beaumont Texas. **Characteristics of Priority Population:** As an FQHC with clinics spread across the proposed Counties, Legacy's priority population reflects the description above. Legacy targets the impoverished, underinsured, and uninsured residents of the aforementioned communities. The characteristics of these individuals reflect the larger communities. **Priority Population's health status:** The leading causes of death within the target communities are heart disease, cancer, stroke, accidental death, and chronic lower respiratory disease. The mortality rates for Jefferson County average 18.6% higher than the Texas average. In 2012 Obesity rates in Texas were 29.2% of the total population. Harris County's obesity rate of 27% of the total population was only slightly less than the State. However, Jefferson County's obesity rate of 36.7% exceeds that of the State by nearly 10 percentage points. Harris County's age adjusted diabetes rate of 8.7% per 100 persons is only slightly less than the State's 10.6%. Jefferson County age adjusted diabetes rate of 11.4% per 100 persons exceeds the statewide rate. Both Harris and Jefferson County infant mortality and prenatal-maternal mortality rates exceed those of the state. In 2014, the infant mortality rate was 6.3 deaths per 1,000 births in Harris County, and 6.5 deaths per 1,000 births in Jefferson County, both exceed the Texas rate of 6.1 deaths per 1,000 births. Prenatal-maternal mortality rates per 100,000 live births for both Harris (10.1%) and Jefferson County (8.9%) either exceeds that of the State (9.4%) or is slightly less. **Current population served:** In 2015, Legacy provided 395,564 patient visits to 125, 290 unduplicated patients across clinics located throughout Harris and Jefferson Counties. Legacy's patient population is approximately 69% white, 23% African-American, 2% Asian, and 0% Native American, and 5% Other. Approximately 59% of Legacy's patient population identifies as Hispanic or Latino, with the patient gender distribution being approximately 56% male and 44% female. Nearly 70% of patients are between the ages of 15-44. Obstetrics comprises 15% of patient services and Adult medicine comprises nearly 29% services rendered. The remaining patient



services are distributed between Behavioral Health, health education, nutrition services, vision care and social service programs.

**3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.**

Southeast Texas ranks as one of the top areas in the state of Texas for high level of people lacking insurance so while Houston is home to the world's largest medical center, this resource is largely unusable for approximately a quarter of the population. This lack of health insurance leaves over one and a half million individuals to depend on public assistance funding or non-compensated care to receive necessary medical services, and serves as the greatest barrier to improving the health status of these five communities. A large portion of the working population (over 11%) is employed within industries with high-risk health disparities such as construction or manufacturing, which often lack the provision of employer sponsored health insurance coverage. Additionally, the large concentration of petrochemical and manufacturing industries located within the target community increases risk for costly health diseases. In surveys conducted within Legacy's client population, lack of health insurance and financial resources are cited as the reasons for delaying a visit with a doctor. By delaying care, chronic conditions go undetected and untreated. Lack of financial resources is stated most frequently by patients as the reason for not taking prescribed medications.

For the millions of Americans whose language of origin is not English, communication remains a critical road block to quality healthcare. According to a University of California, Irvine study, language barriers between patients and healthcare providers have resulted in longer hospital stays, more medical errors and lower patient satisfaction. Specifically, the researchers found that patients, who did not speak the same language as their doctors, are less likely to receive lifestyle counseling in diet, exercise and smoking cessation. In turn, having access to a clinic interpreter allowed health education to take place and partially overcome the language barrier. However, in patients' ratings of their doctors and the quality of interpersonal care, having an interpreter did not serve as a substitute for shared language. Patients who were able to speak directly with their doctors were the most satisfied with their care.

Coordination of public assistance, transportation, and healthcare services throughout the region is limited. The lack of urban density, combined with a public transportation network limited in functionality, creates roadblocks for those in need of services. Within the target community, there are three separate public transportation networks, restricted in coordinated operations. These systems create challenges for individuals seeking access to necessary programs and services. What would be a 10 minute car ride to each clinic may take over an hour on a bus in these neighborhoods. Legacy continues to advance efforts that increase client access to primary health care, including locating clinics in close proximity to public transportation, or providing transportation assistance for those in need, to increase client access to primary health care, and decrease and eliminate barriers to access.

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 1 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>



**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of  
Respondent:**Legacy Community Health Services, Inc.**Clinic Site #** 1 of 5**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Legacy Mapleridge Clinic				
<b>Street Address:</b>	6550 Mapleridge St.			<b>Suite:</b>	106
<b>City:</b>	Houston	<b>County:</b>	Harris	<b>Zip Code:</b>	77081
<b>HSR:</b>	5/6S				
<b>Clinic APPOINTMENT Phone #:</b>	(831) 548 5000				
<b>Clinic PRIMARY Phone #:</b>	(713) 779-7200		<b>Fax:</b>	(713) 665-2266	
<b>Service Area:</b>	Harris				
<b>Contact Person:</b>					
<b>Pharmacy License #:</b>	28965	<b>Class:</b>	D		
<b>TPI#:</b>	080462705	<b>NPI#:</b>	1538414214		
<b>Submission date of Medicaid Application:</b>					
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY						
SUNDAY						
<b>TOTAL HRS/MONTH</b>	80		100		0	

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 2 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of Respondent:**Legacy Community Health Services, Inc.**Clinic Site # 2 of 5****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Legacy Montrose Clinic		
<b>Street Address:</b>	1415 California	<b>Suite :</b>	
<b>City:</b>	Houston	<b>County:</b>	Harris
<b>Zip Code:</b>	77006	<b>HSR:</b>	5/6S
<b>Clinic APPOINTMENT Phone #:</b>	(831) 548 5000		
<b>Clinic PRIMARY Phone #:</b>	(832) 548-5100	<b>Fax:</b>	(832) 548-5092
<b>Service Area (counties to be served):</b>	Harris		
<b>Contact Person:</b>	Brian Garrett		
<b>Pharmacy License #:</b>	N/A	<b>Class:</b>	N/A
<b>TPI#:</b>	080462703	<b>NPI#:</b>	1679524961
<b>Submission date of Medicaid Application:</b>			
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	12:00	12:01	5:00	5:01	6:30
<b>TUESDAY</b>	8:00	12:00	12:01	5:00	5:01	6:30
<b>WEDNESDAY</b>	8:00	12:00	12:01	5:00	5:01	6:30
<b>THURSDAY</b>	8:00	12:00	12:01	5:00		
<b>FRIDAY</b>	8:00	12:00	12:01	5:00		
<b>SATURDAY</b>	9:00	12:00	12:01	2:00		
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	92		108		18	



## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 3 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name of Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site #** 3 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate.\***

<b>Clinic Name:</b>	Legacy Lyons Clinic		
<b>Street Address:</b>	5602 Lyons Avenue	<b>Suite :</b>	
<b>City:</b>	Houston	<b>County:</b>	Harris
<b>Zip Code:</b>	77020	<b>HSR:</b>	5/6S
<b>Clinic APPOINTMENT Phone #:</b>	(831) 548 5000		
<b>Clinic PRIMARY Phone #:</b>	(832) 548 5077	<b>Fax:</b>	(713) 523-0200
<b>Service Area (counties to be served):</b>	Harris		
<b>Contact Person:</b>	Fernando Torro		
<b>Pharmacy License #:</b>	N/A	<b>Class:</b>	N/A
<b>TPI#:</b>	080462703	<b>NPI#:</b>	1679524961
<b>Submission date of Medicaid Application:</b>			
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH	80		100		0	

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 4 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>



**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:**Legacy Community Health Services, Inc.**Clinic Site # 4 of** 5**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Legacy San Jacinto Clinic		
<b>Street Address:</b>	4301 Garth Rd.	<b>Suite :</b>	400
<b>City:</b>	Houston	<b>County:</b>	Harris
<b>Zip Code:</b>	77521	<b>HSR:</b>	5/6/S
<b>Clinic APPOINTMENT Phone #:</b>	(831) 548 5000		
<b>Clinic PRIMARY Phone #:</b>	(281) 420-8400	<b>Fax:</b>	(281) 420-8445
<b>Service Area</b> (counties to be served):	Harris		
<b>Contact Person:</b>	Kimberly Malerba		
<b>Pharmacy License #:</b>	28967	<b>Class:</b>	D
<b>TPI#:</b>	336189101	<b>NPI#:</b>	1902851728
<b>Submission date of Medicaid Application:</b>			
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	12:00	12:01	5:00		
<b>TUESDAY</b>	8:00	12:00	12:01	5:00		
<b>WEDNESDAY</b>	8:00	12:00	12:01	5:00		
<b>THURSDAY</b>	8:00	12:00	12:01	5:00		
<b>FRIDAY</b>	8:00	12:00	12:01	5:00		
<b>SATURDAY</b>						
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	80		100			

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site # 5 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

Legacy Community Health Services, Inc. – Healthy Texas Women 2016

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name  
of Respondent:**

Legacy Community Health Services, Inc.

**Clinic Site #** 5 of 5

**All information must be accurate.\***

<b>Clinic Name:</b>	Legacy South Park Clinic		
<b>Street Address:</b>	4450 Highland Ave.	<b>Suite :</b>	
<b>City:</b>	Beaumont	<b>County:</b>	Jefferson
<b>Zip Code:</b>	77702	<b>HSR:</b>	5/6S
<b>Clinic APPOINTMENT Phone #:</b>	(832) 548-5000		
<b>Clinic PRIMARY Phone #:</b>	(409) 242-2525	<b>Fax:</b>	(409) 242-2526
<b>Service Area</b>	Jefferson		
<b>Contact Person:</b>	Farrah Severs-Young		
<b>Pharmacy License #:</b>	28966	<b>Class:</b>	D
<b>TPI#:</b>	080462709	<b>NPI#:</b>	1235482878
<b>Submission date of Medicaid Application:</b>			
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	12:01	5:00		
TUESDAY	8:00	12:00	12:01	5:00		
WEDNESDAY	8:00	12:00	12:01	5:00		
THURSDAY	8:00	12:00	12:01	5:00		
FRIDAY	8:00	12:00	12:01	5:00		
SATURDAY	9:00	12:00	12:01	2:00		
SUNDAY						
<b>TOTAL HRS/MONTH</b>	92		108		0	



Legacy Community Health Services, Inc. – Healthy Texas Women 2016

## FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name  
of Applicant:**

Legacy Community Health Services, Inc.

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

**1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.**

Tina Megdal, Vice President of Program Development - Ms. Megdal has a Master's degree in Education and Counseling and over 20 years of prevention and health care program development experience.

Melisa Garcia, Vice President of Clinical Business Services – Ms. Garcia has served as Senior Director/VP Clinical Business Services since 2007. She is a certified professional coder; and oversees Legacy's eligibility, billing and credentialing.

Jack Parker, Vice President of Operations – Mr. Parker has Bachelors of Science in Business and has served at a Vice President level for the agency for over 9 years. In this term, Mr. Parker has been instrumental in developing Legacy's pharmacy, operations management, clinical leadership, and staff training programs.

Michelle Barrera, J.D. RN, Vice President of Operations – Ms. Barrera earned her law degree from The University of Texas. She has maintained her licensure as a Registered Nurse for 21 years. Ms. Barrera has combined her training, education and experience for the past 9 years in health care operations and quality.

Diana Dean, Vice President of Human Resources – Ms. Dean has Bachelors of Arts in Sociology and a Senior level Certification of Human Resources Professional. Ms Dean has served as Legacy's Vice President of Human Resources for 3 years and brings over 20 years of human resources experience. In this term, Ms. Dean has been instrumental in developing Human Resources and staff training programs.

Chris Hughes, RN, Senior Director of EHRS and Quality Assurance – Mr. Hughes has maintained licensure as a Registered Nurse for 18 years. Prior to this role, Mr. Hughes served 4 years as Legacy's Director of EHRS where he trained medical providers on Legacy's EHRS. Mr. Hughes now utilizes his nursing expertise, training experience, and knowledge of Electronic Health Record Systems in his role as Legacy's Senior Director of EHRS and Quality Assurance. He's served Legacy in this role for over a year and a half.

## **2. Identify specific training that will be used for eligibility and billing staff.**

The Clinical Business Services department staff includes Legacy's billing and eligibility staff. Department training for Healthy Texas Women and Family Planning will be done using a number of methods. The initial training will be done onsite as a part of a program orientation process for the department. Department leadership will educate staff on requirements of Healthy Texas Women and Family Planning and how they align with Legacy policy and procedure for eligibility determination and billing. These policies are maintained by the Clinical Business Service department and the Senior Director of Compliance/ HIPAA Privacy Officer. Policies are updated on an annual basis or when applicable. These policies were last updated in 2015 and approved by the Policy and Forms committee well as the Board of Directors. They will be revised again in 2016 by end of fiscal year; and as needed. Legacy sends both the Billing and Eligibility departments to attend the annual Family Planning Workshop for Titles V, X, XX and XIX presented by the Texas Medicaid and Healthcare Partnership. These seminars will review client eligibility, provider responsibilities, limitations for programs, billing requirements etc. Legacy's Billing and Eligibility departments also attend any Texas Association of Community Health Centers, carrier sponsored workshops, and Enroll America ACA conferences. The billing and eligibility departments both send staff to attend internally held small group, interdepartmental meetings on a monthly basis and interdepartmental all-staff meetings on a quarterly basis. These meetings are utilized to assure quality as well as identify areas of improvement. These meetings will have a specific Healthy Texas Women and Family Planning grant focus at least twice per year.

## **3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.**

Training needs assessments are performed in four main ways:

- 1) Weekly self and team assessments** – Staff development areas are identified during intradepartmental meetings. Staff across the operations, clinical business services department, and public health departments meet regularly with respective department leadership. During these meetings performance issues and problems that have recently presented are discussed, and a critical review of problem cases is conducted in a just culture environment.
- 2) Annual self-assessments** – Every year each staff member is asked to perform a self-assessment. On these self-assessments the staff member is encouraged to identify areas where they have performed well in the previous year as well as areas for further development. This self-assessment is reviewed by the staff member's supervisor preceding a meeting where the staff member and their supervisor go over the review together. Areas of further development that are identified by the staff are incorporated into the individual staff development plans.
- 3) Annual Performance Review** – Department heads perform annual performance reviews of their entire staff. Performance reviews take into consideration every aspect of the staff



Legacy Community Health Services, Inc. – Healthy Texas Women 2016

member's job performance from interactions with their patients to their interactions with their peers, assistants and support staff, including the administration and front desk staff. This performance review is shared with the staff and opportunities to amend and add to the review are offered prior to final approval on the annual performance review by the Chief over the department

- 4) **Grant Audits** – Grant audits are conducted regularly on all of the grants. During audits, policies, procedures, and clinical skills are reviewed and then reported on by the auditing agency. Findings are then analyzed by departmental leadership and staff members and corrective action plans may be developed in response. Audits serve as an invaluable tool for finding areas of improvement not only with regards to the grant requirements but also with regards to patient care and the staff's administrative duties. Areas for development identified by the grant audits are incorporated into the overall staff development plan annually.

All off these training needs assessments are then collected and reviewed annually by the Vice President of the department. The combination of these needs assessments is utilized by departmental leadership to develop individualized development plans for each staff member. Plans may consist of additional classroom training, additional conference attendance, additional patient interactions or new areas of training. New areas of training may consist of developing the staff to treat novel illnesses or a new group of patients, such as training the staff to treat diabetes when that has not been their area of focus or training the staff to treat children when they have not normally treated pediatric patients.

**4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.**

Each year individual staff members are asked to perform a self-assessment in anticipation of their annual review. This self-assessment forms the foundation upon which their review is built. Using the self-assessment, reviews from managers, reviews from co-workers, reviews from peers, input from support staff, grant review and audit results and the department Chief's review, a comprehensive self-assessment document is created. This document is scrutinized with the staff member for completeness and fairness. During the review, modifications to the annual performance review may be made if additional facts are revealed. Deficiencies brought to light during the review are addressed with specific action plans moving forward. These plans may include additional training on Healthy Texas Women and Family Planning services, additional attendance at Healthy Texas Women and Family Planning related conferences or additional experience or education for activities and services related to Healthy Texas Women and Family Planning.



Legacy Community Health Services, Inc. – Healthy Texas Women 2016

## FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name**

**of Applicant:**

Legacy Community Health Services, Inc.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
July 2016/Semiannual	Long-Acting Reversible Contraceptive (LARC) Practice Guidelines/ Staff in-service	Medical Director Clinical OB	X	
July 2016/Semiannual	HTW Program Objectives, Eligibility, and Services Offered/ Staff in-service	Jack Parker, Michelle Barrera	X	
July 2016/Semiannual	HTW Program Eligibility Screening and Application Procedures	Melisa Garcia	X	
July 2016/Semiannual	Nurse and MA HTW skills demonstration and training	Candace Cains	X	
July 2016/Semiannual	Physician HTW skills demonstration and training	Medical Director Clinical OB	X	
January 2017/Semiannual	Long-Acting Reversible Contraceptive (LARC) Practice Guidelines/ Staff in-service	Medical Director Clinical OB	X	
January 2017/Semiannual	HTW Program Objectives, Eligibility, and Services Offered/ Staff in-service	Jack Parker, Michelle Barrera	X	
January 2017/Semiannual	HTW Program Eligibility Screening and Application Procedures	Melisa Garcia	X	
July 2017/Semiannual	Nurse and MA HTW skills demonstration and training	Candace Cains	X	
July 2017/Semiannual	Physician HTW skills demonstration and training	Medical Director Clinical OB	X	

## Legacy Community Health Services, Inc. – Healthy Texas Women 2016

**FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN****Legal Business Name  
of Applicant:**Legacy Community Health Services, Inc.

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

**1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.**

The goal of Legacy's Community Education and Outreach program is to inform the community of Legacy's Healthy Texas Women and Family Planning Services while providing much needed education to individuals in those communities in an effort to prevent unwanted pregnancies, STDs and HIV, increase access to family planning methods, specifically Long Acting Reversible Contraceptives, and foster responsible decision making by individuals and families.

Community Relations Managers (CRM), one in each of our targeted communities, will be responsible for the distribution of flyers and pamphlets to local community agencies, schools, housing and apartment complexes, colleges and universities, community centers and detention centers. Community outreach will be provided throughout the Houston, Baytown, and Beaumont areas and include scheduled health tables at community events and presentations to inform various community organizations or community members of the Healthy Texas Women and Family Planning services available at Legacy's clinical sites. In addition, the CRM staff is responsible for forging relationships with community agencies that engage with similar populations to Legacy. Through formal agreements, the partner agency agrees to actively refer clients to Legacy Community Health on a regular basis for their health care needs.

The CRMs, along with three full-time Community Health Workers (CHW) will team up to participate in health fairs and local events and functions. Legacy will work collaboratively with other community agencies that are likely to serve individuals in need of family planning services. The CRM staff works with partner agencies including schools, colleges, community based agencies, detention centers, church groups, etc., to set up educational presentations facilitate by the CHWs. The CHWs will be available for free group education sessions at Legacy's various FQHC clinics and at other clinics or social services agencies in the community. Educational sessions can be done in one or a series of sessions depending on the interests of the group. Age



Legacy Community Health Services, Inc. – Healthy Texas Women 2016

appropriate topics range from making smart choices and building healthy relationships, to sexuality, HIV/STDs and contraception, especially Long Acting Reversible Contraceptives. Legacy will also offer parent education to help parents talk with their children and youth within their own family values. CHWs will be available to conduct workshops or presentations across each area by invitation by emailing or calling in a request. Linkages and referrals to service delivery sites can be facilitated by the CHWs and the CRMs to meet identified individual or community needs. All presentations and educational classes will be provided in English and Spanish.

The Marketing and Communications staff, inclusive of paid media, digital media, non-paid media and community relations, will work to increase awareness of Healthy Texas Women and Family Planning services.

### **Paid Media**

A variety of paid media are available to help promote this message and include print, magazine radio, outdoor opportunities.

### **Digital Media**

Legacy will leverage our existing digital platform to promote this program to our target market and current patients. Digital media include Facebook, Twitter, Website, and our Blog.

### **Non –Paid Media**

Through relationship and media presence, Legacy will work to raise awareness around this program through appropriately timed press releases, PSA announcements and coverage on the agencies drive-time FM radio show, The Pulse.

### **Community Relations**

A significant part of raising awareness will be our grassroots efforts in each of our communities. Through flier distribution, community education and formal relationships, the CRM staff will be able to help inform the target population of this program.

- 2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.**

Legacy collaborates with a large network of community agencies, health care providers and social service agencies to raise awareness about all of the healthcare services Legacy offers, including Healthy Texas Women and Family Planning services. Legacy CRMs attend monthly networking meetings whose membership includes 10 agencies that provide emergency and short-term housing in Houston, maintain involvement with their regional Super Neighborhood meetings, conduct 2 community advisory councils and 2 Patient Centered Medical Home councils twice a year, attend United Way monthly meetings, attend regional provider/networking meetings, and attend Beaumont Housing Authority meetings. This collaborative network not only helps increase patient referrals into services, but it also allows Legacy to stay informed of



health fairs and other community events where Legacy can promote services. For instance, Legacy works closely with Neighborhood Centers, one of Houston's largest nonprofits, and is invited to their events targeted to families with young children. Legacy also works with Wheeler Avenue Baptist Church's nonprofit organization that provides housing for homeless and post-incarcerated people.

In conjunction with Legacy's Marketing and Communications Department staff, Legacy's Vice President of Marketing and Communications develops marketing and communications plan for the agency each fiscal year. This marketing and communications plan includes objectives and strategies to keep donors engaged, influence people to access Legacy services, and gain better exposure of the agency in the media. The plan also includes a proposed calendar of marketing and communications activities to reach these objectives. For instance, a press release is issued in late July every year to promote National Health Center week, which is in August. Back-to-school outreach opportunities are also a large part of the July thru September activities in the marketing and communications plan.

A variety of media tools are used in the plan including traditional tools like press kits and press releases, news alerts, an annual report, fact sheets, newsletters, bylined articles, advertising and PSAs. The plan also uses social media tools that have quickly become an established method of communicating with the public. These include the Legacy primary website ([www.legacycommunityhealth.org](http://www.legacycommunityhealth.org)) and ancillary websites ([www.lifestylez.org](http://www.lifestylez.org)), social networking sites like Twitter and Facebook ([www.facebook.com/Legacy.Community.Health/](http://www.facebook.com/Legacy.Community.Health/)), video broadcast sites like YouTube ([youtube.com/user/weblegacy](http://youtube.com/user/weblegacy)), sexual networking websites like Craigslist.org, blogging, and viral marketing using Constant Contact. Legacy also monitors the Internet using tools like Google Alerts and Mention to keep Marketing and Communications staff informed of when Legacy's brand or services are mentioned in other websites, blogs or referral databases. Marketing and Communications staff continually check to update any referral or clearinghouse type websites and hotlines including Project Safety Net, United Way's 211 line, and HIVtest.org.

Legacy Community Health Services, Inc. – Healthy Texas Women 2016

**Form M-1: Legacy Community Health Services, Inc.**

**Community Education/Program Promotion Calendar**

**July 1, 2016 through August 31, 2017**

Date	Topic/Activity	Presenter	Location	
			Within Agency	Outside Agency
July 2016	Informational Table	Regional CRMs		U of H and other Universities
Aug 2016	Informational Table	Regional CRMs		HCCS and other colleges
Aug 2016	Back to School Events	Regional CRMs		Misc Community Events
Sept 2016	School Presentations	Regional CRMs		Schools within service area (region)
October 2016	School presentations / informational tables	Regional CRMs		WIC sites and other partnering agencies
November 2016	Presentations	Regional CRMs		Partnering agencies / Super Neighborhood Meetings
December 2016	Brochure distribution	Regional CRMs	All clinic sites Holiday activities	
July 2016 -August 2017	-Presentations -Social Media (Regional FB pages) -Brochure distribution at all clinic sites -High School presentations -College & Universities -Community Centers -Super Neighborhood Meetings -Health Fairs -Women's specific Health activities	Regional CRMs		Partnering agencies to include college and universities

## Appendix D: Healthy Texas Women Certification

**Legal Business Name of**

**Applicant:**

Legacy Community Health Services, Inc.

This certification pertains to the following billing or performing provider:

Provider Name Legacy Community Health Services, Inc.

Federal Tax ID Number 76-0009637

NPI Number 1184029969

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 1415 California

Street Address City/State/Zip Code Houston/TX/77006

Telephone Number (832) 548 5074

Provider's primary physical address:

Street Address 1415 California

Street Address City/State/Zip Code Houston, TX 77006

Telephone Number (832) 548 5077

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Katy Caldwell. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive Director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

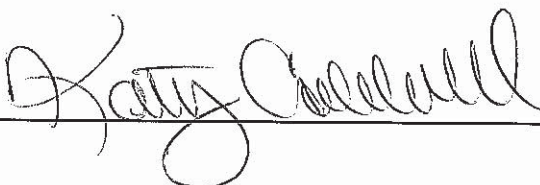
If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 7/1/2016 through 12/31/2016.

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

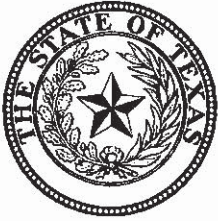
Signature: 

Printed Name: Katy Caldwell

Title: Executive Director

Date: 7/1/2016





**State of Texas**  
**Health & Human Services Commission**  
**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

**Name**

**Social Security #**

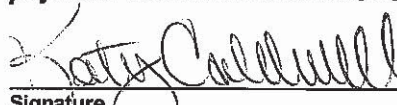
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\_\_\_\_\_

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

  
\_\_\_\_\_  
Signature

Katy Caldwell  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

7/6/16  
\_\_\_\_\_  
Date

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Legacy Community Health Services, Inc.	76-0009637	529-16-0132

  
Signature of Authorize Representative

7/6/16  
Date

Printed/Typed Name and Title of Authorized Representative  
Katy Caldwell, Executive Director

**REGULATION****REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS****DEFINITIONS****Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.



HHSC RFP No.: 529-16-0132

Respondent Name: Legacy Community Health Services, Inc.

### Required Certifications

*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

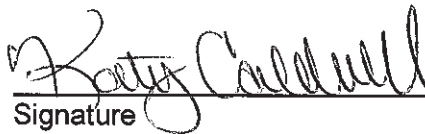
By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - the intention to submit a proposal;
  - the methods or factors used to calculate the prices proposed; or
  - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - HHSC's procurement rules, procedures, and processes;
  - HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: 529-16-0132

Respondent Name: Legacy Community Health Services, Inc.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

  
Signature

Katy Caldwell

Printed Name

Executive Director

Title

7/6/2016

Date

## (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

## PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

## TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor Legacy Community Health Services, Inc.	Vendor ID No. or Social Security No. 76-0009637	HHSC Contract No. (if applicable) 529-16-0132
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Name of Authorized Representative (type or print) Katy Caldwell	Title Executive Director
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Signature--Authorize Representative

7/6/2016

Date



Form Number: CPP0434

HHSC Contract No. **529-16-0132**

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

**ANTI-TRUST CERTIFICATION**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

Legacy Community Health Services, Inc. hereby certifies to HHSC that neither the Legacy Community Health Services, Inc., nor the person represented by the Legacy Community Health Services, Inc., nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

Legacy Community Health Services, Inc. hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

  
Authorized signature

Legacy Community Health Services, Inc.  
Name of Contractor/Vendor

7/6/2016  
Date

Katy Caldwell  
Printed Name of Individual

Executive Director  
Title of Individual

Effective Date: 04/02/2007

Revision Date:

Form Number: CPP0434

## **TEXAS HEALTH AND HUMAN SERVICES COMMISSION ANTI-TRUST CERTIFICATION FORM**

### **INSTRUCTIONS**

#### **PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

#### **PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Effective Date: 04/02/2007

Revision Date:

Respondent's Name: Legacy Community Health Services, Inc.

## Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

### Part 1: General Respondent Information.

1. Organization's Legal Name: Legacy Community Health Services, Inc.
2. Doing Business As: Legacy Community Health
3. Physical Address: 1415 California Houston Texas 77006
4. Mailing Address: PO BOX 66308 Houston TX 77266-6308
5. Taxpayer Identification Number: 76-0009637
6. Legal Status (check one):  
☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one):  
☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

### Part 2: Respondent Contact Information.

- |   |   |
|---|---|
| 1. Person Who Will Sign the Contract:<br>Name: <u>Katy Caldwell</u><br>Title: <u>Executive Director</u><br>Mailing Address: <u>PO BOX 66308 Houston TX 77266-6308</u><br>Telephone: <u>832 548 5050</u><br>Fax: <u>713 523 0200</u><br>E-mail: <u>kcaldwell@legacycommunityhealth.org</u> | 2. Primary Contact for Proposal Questions:<br>Name: <u>Tina Megdal</u><br>Title: <u>VP of Programs and Grants</u><br>Mailing Address: <u>PO BOX 66308 Houston TX 77266-6308</u><br>Telephone: <u>832 548 5050</u><br>Fax: <u>713 523 0200</u><br>E-mail: <u>tmegdal@legacycommunityhealth.org</u> |
|---|---|

### Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: NA
2. Doing Business As: NA
3. Physical Address: NA



4. Mailing Address: NA
5. Taxpayer Identification Number: NA
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: NA
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: NA
2. Job title at termination of state employment: NA
3. Date of termination of state employment: NA
4. Annual rate of compensation at termination: NA
5. Description of job responsibilities while state employee: NA  
NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:  
NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☐ No

**Part 5: Conflicts of Interest.** Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

NA

Have you attached additional pages for Part 5? ☐ Yes ☐ No

**Part 6: Litigation.** Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

Have you attached additional pages for Part 6? ☐ Yes ☐ No

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

NA

Have you attached additional pages for Part 7? ☐ Yes ☐ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: NA
2. PIA Exception\*: NA
3. Explanation of Why the Exception Applies: NA

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☐ No





**TEXAS**  
Health and Human  
Services System

## HHS Enterprise Data Use Agreement - Attachment 2

### SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

Email: [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

#### SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: Legacy Community Health Services, Inc. Address: 1415 California City: Houston State: Tx ZIP: 77006 Main Telephone #: 832 548 5000 Website: <a href="http://www.legacycommunityhealth.org">www.legacycommunityhealth.org</a>
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 672
<b>3. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Name: David Garver Address: 1415 California City: Houston State: TX ZIP: 77006 Telephone #: (832) 548 5131 Email Address: <a href="mailto:dgarver@legacycommunityhealth.org">dgarver@legacycommunityhealth.org</a>
	<b>B. Privacy Official:</b> Name: Louise Koslin Address: 1415 California City: Houston State: TX ZIP: 77006 Telephone #: (832) 548 5075 Email Address: <a href="mailto:Lkoslin@legacycommunityhealth.org">Lkoslin@legacycommunityhealth.org</a>

#### 5. HHS Agency Information Provide the following information if known.

Contract Mgr:	<input type="text" value="Leroy Torres"/>	Email Address:	<input type="text" value="Leroy.Torres@dshs.state.tx.us"/>	Agency:	<input type="text" value="DSHS"/>
Telephone #:	<input type="text"/>	Requesting Dept:	<input type="text" value="512 776 3038"/>	PO/Contract #:	<input type="text"/>

<p><b>6. Number of Storage Devices for this Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b></p> <p>Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.</p> <p>A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.</p>	<p><b>Total # (Sum a-d)</b></p> <p>1,071</p>
<p><b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.</p>	<p>1,068</p>
<p><b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.</p>	<p>0</p>
<p><b>c. Cloud Services.</b> Number of Cloud Services in use.</p>	<p>1</p>
<p><b>d. Data Centers.</b> Number of Data Centers in use.</p>	<p>2</p>
<p><b>7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b></p>	<p><b>Select Option</b></p>
<p><b>a.</b> 499 individuals or less  <b>b.</b> 500 to 999 individuals  <b>c.</b> 1,000 to 99,999 individuals  <b>d.</b> 100,000 individuals or more</p>	<p><input type="radio"/> a.  <input type="radio"/> b.  <input checked="" type="radio"/> c.  <input type="radio"/> d.</p>
<p><b>8. HIPAA Business Associate Agreement</b></p>	<p><b>Yes or No</b></p>
<p><b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<p><b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>
<p><b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."</p>	<p><b>Yes or No</b></p>
<p><b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>
<p><b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b></p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>

**Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)**

<b>1. Written Policies &amp; Procedures.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Legacy will create a written privacy and security policy and procedure to identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information within three months of award.	<u>Compliance Date:</u> <b>3 Months</b>
<b>b.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>c.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>d.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):	<input type="radio"/> Yes <input checked="" type="radio"/> No
i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	
<u>Action Plan for Compliance with a timeline:</u> Legacy will create a written privacy and security policy and procedure that responds to an actual or suspected breach of HHS Confidential Information within three months of award.	<u>Compliance Date:</u> <b>3 Months</b>
<b>e.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>



<b>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Legacy will create a written privacy and security policy and procedure that permit or deny individual rights of access, and amendment or correction, when appropriate within three months of award.	<u>Compliance Date:</u> <b>3 Months</b>
<b>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Legacy will create a written privacy and security policy and procedure that outlines Authorized User permissions (as outlined above in g.) within three months of award.	<u>Compliance Date:</u> <b>3 Months</b>
<b>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Legacy will create a written privacy and security policy and procedure for implementing and maintaining proof of appropriate sanctions against any Workforce or Subcontractors as outlined above in H. within three months of award.	<u>Compliance Date:</u> <b>3 Months</b>
<b>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Legacy will create a written privacy and security policy and procedure that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification for update within three months of award.	<u>Compliance Date:</u> <b>3 Months</b>
<b>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Legacy will create written privacy and security policies and procedures aligned with J. within three months of award.	<u>Compliance Date:</u> <b>3 Months</b>

<p>Legacy Community Health Services, Inc.</p> <p>DocuSign Envelope ID: F5388313-7EAC-4A00-B218-1A097F7738C7</p> <p><b>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</b></p>		<input type="radio"/> Yes <input checked="" type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u>          Legacy will create written privacy and security policies and procedures aligned with K. within three months of award.</p>		<p><u>Compliance Date:</u>  <b>3 Months</b></p>
<p><b>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</b></p>		<input type="radio"/> Yes <input checked="" type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u>          Legacy will create written privacy and security policies and procedures aligned with l. within three months of award.</p>		<p><u>Compliance Date:</u>  <b>3 Months</b></p>
<p><b>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</b></p>		<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>		<p><u>Compliance Date:</u></p>
<p><b>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</b></p>		<input type="radio"/> Yes <input checked="" type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u>          Legacy will create written privacy and security policies and procedures aligned with N. within three months of award.</p>		<p><u>Compliance Date:</u>  <b>3 Months</b></p>
<p><b>2. Does Applicant/Bidder have a current Workforce training program?</b>          Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>		<input checked="" type="radio"/> Yes <input type="radio"/> No
<p><u>Action Plan for Compliance with a timeline:</u></p>		<p><u>Compliance Date:</u></p>

<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
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<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
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<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
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<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
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<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
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<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
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**Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)**

<p><b>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b></p>	<p><input type="checkbox"/> <b>No Electronic Systems</b></p>
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<p><b>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
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<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
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<p><b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
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<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
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<p>3. Does Applicant/Bidder create and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>DocuSign Envelope ID: F5388313-7EAC-4A00-B218-1A097F7738C7</p> <p>528-1670132</p> <p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (<b>FIPS 140-2 encryption*</b> preferred.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (<b>FIPS 140-2 encryption*</b> preferred.)</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>* For more information regarding FIPS 140-2 encryption products, refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a></p>	

free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> Legacy will implement a review process for system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis upon award.	<u>Compliance Date:</u> <b>Upon Award</b>
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

### Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

Signature: 	Date: <b>7/6/2016</b>
---	--------------------------

To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us).

Submit by email





# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

## -- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

### SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Legacy Community Health Services, Inc. State of Texas VID #: 1760009637  
 Point of Contact: Tina Megdal Phone #: 8325485077  
 E-mail Address: tmegdal@legacycommunityhealth.org Fax #: 7135230200
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0132 Healthy Texas Women Bid Open Date: 05/27/2016  
 (mm/dd/yyyy)

## SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

- Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.


- ☒ - **Yes** (If **Yes**, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - **No** (If **No**, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Legacy Community Health Services, Inc. will complete all outlined contract obligations through this funding opportunity with staff directly employed by Legacy Community Health Services, Inc. This is outlined within the Work Plan of the proposal. All Healthy Texas Women services will be provided without the use of subcontractors. Legacy will purchase equipment and supplies necessary to perform the contracted services, in accordance with applicable state and federal laws, utilizing an existing vendor network. The vendors that Legacy currently engages to provide indicated services are not listed as Historically Underutilized Businesses (HUBs). Furthermore, Legacy will not engage in any subcontractual relationship to adminster HTW clinical, eligibility, outreach, education, training/staff development, or quality improvement activities. All staff responsible for perofrming the acitvitties listed in the project plan and the related budget narratives are/will be directly employed by Legacy Community Health Services, Inc.

**SECTION 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
Signature

Delayna Judy  
Printed Name

VP of Accounting  
Title

06/11/2016  
Date  
(mm/dd/yyyy)

- REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



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# HSP Good Faith Effort - Method B (Attachment B) cont.

Enter your company's name here: Legacy Community Health Services, Inc. Requisition #: 529-16-0132 Healthy Texas Women

## SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## Section A

### PRIME CONTRACTOR'S INFORMATION

Company Name: Legacy Community Health Services, Inc.

State of Texas VID #: 1760009637

Point-of-Contact: Tina Megdal

Phone #: 8325485077

E-mail Address: Tmegdal@legacycommunityhealth.org

Fax #: 7135230200

## Section B

### CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Health and Human Services Commission

Point-of-Contact: Lizet Alaniz, CTPM

Phone #: 5124064062423

Requisition #: 529-16-0132 Healthy Texas Women

Bid Open Date: 5/27/2016

(mm/dd/yyyy)

## Section C

### SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

<p><b>1.</b></p> <p><b>Potential Subcontractor's Bid Response Due Date:</b></p>	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: <input type="text" value="Date (mm/dd/yyyy)"/></p> <p><small>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</small></p> <p><small>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</small></p>
<p><b>2.</b></p> <p><b>Subcontracting Opportunity Scope of Work:</b></p>	
<p><b>3.</b></p> <p><b>Required Qualifications:</b></p> <p><input type="checkbox"/> - Not Applicable</p>	
<p><b>4.</b></p> <p><b>Bonding/Insurance Requirements:</b></p> <p><input type="checkbox"/> - Not Applicable</p>	
<p><b>5.</b></p> <p><b>Location to review plans/specifications:</b></p> <p><input type="checkbox"/> - Not Applicable</p>	



# **Attachment E – Grantee UTC**

## **VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent



Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.



## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to



determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

## **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

## **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any



additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment F – HHSC Special Conditions Version 1.0**

HHSC Special Conditions – Version 1.0

Published and Effective: March 1, 2016

Responsible Office: Office of Chief Counsel, HHSC Contract Group



**Health and Human Services Commission**  
**Special Conditions**  
**Version 1.0**



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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

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Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has



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the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

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## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

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- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

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performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;



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- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrsm/state/schedules/529.PDF>. It is Contractor's

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responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

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## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

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**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve



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Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

## **ARTICLE XI. DAMAGES**

### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

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all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. **TURNOVER**

### 12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

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## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

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#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.



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#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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# **Attachment G – State Assurances**

## State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# **Attachment H – Federal Assurances**



## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

# **Attachment I – DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. \_\_\_\_\_, in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.



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**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

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relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

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administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

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(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance



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investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

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Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

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otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

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## ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.



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Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07    *Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 6.08    *Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

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insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09    *Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10    *Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11    *Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

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**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR****SUBCONTRACTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_, **201** .

DATE: \_\_\_\_\_